

**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 September 30, 2022

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. 0-22818



THE HAIN CELESTIAL GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

22-3240619
(I.R.S. Employer Identification No.)

1111 Marcus Avenue, Lake Success, NY 11042
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (516) 587-5000

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

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

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

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 (section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

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

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company 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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

As of November 1, 2022, there were 89,313,637 shares outstanding of the registrant’s Common Stock, par value \$.01 per share.

THE HAIN CELESTIAL GROUP, INC.

Index

Part I - Financial Information

	<u>Page</u>
Item 1.	
Financial Statements	
Consolidated Balance Sheets - September 30, 2022 and June 30, 2022	3
Consolidated Statements of Operations - Three months ended September 30, 2022 and 2021	4
Consolidated Statements of Comprehensive Loss - Three months ended September 30, 2022 and 2021	5
Consolidated Statement of Stockholders' Equity - Three months ended September 30, 2022 and 2021	6
Consolidated Statements of Cash Flows - Three months ended September 30, 2022 and 2021	8
Notes to Consolidated Financial Statements	9
Item 2.	
Management's Discussion and Analysis of Financial Condition and Results of Operations	30
Item 3.	
Quantitative and Qualitative Disclosures About Market Risk	40
Item 4.	
Controls and Procedures	41

Part II - Other Information

Items 3, 4 and 5 are not applicable	
Item 1.	
Legal Proceedings	42
Item 1A.	
Risk Factors	42
Item 2.	
Unregistered Sales of Equity Securities and Use of Proceeds	42
Item 6.	
Exhibits	43
Signatures	44

Forward-Looking Statements

This Quarterly Report on Form 10-Q for the quarter ended September 30, 2022 (the “Form 10-Q”) contains forward-looking statements within the meaning of safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such statements involve risks, uncertainties and assumptions. If the risks or uncertainties ever materialize or the assumptions prove incorrect, the results of The Hain Celestial Group, Inc. (collectively with its subsidiaries, the “Company,” “Hain Celestial,” “we,” “us” or “our”) may differ materially from those expressed or implied by such forward-looking statements. The words “believe,” “expect,” “anticipate,” “may,” “should,” “plan,” “intend,” “potential,” “will” and similar expressions are intended to identify such forward-looking statements. Forward-looking statements include, among other things, our beliefs or expectations relating to our future performance, results of operations and financial condition; foreign exchange and inflation rates; our strategic initiatives, our business strategy, our supply chain, including the availability and pricing of raw materials, our brand portfolio, pricing actions and product performance; current or future macroeconomic trends; and future corporate acquisitions or dispositions.

Risks and uncertainties that may cause actual results to differ materially from forward-looking statements include: challenges and uncertainty resulting from the impact of competition; our ability to manage our supply chain effectively; input cost inflation, including with respect to freight and other distribution costs; foreign currency exchange risk; risks arising from the Russia-Ukraine war; disruption of operations at our manufacturing facilities; reliance on independent contract manufacturers; challenges and uncertainty resulting from the COVID-19 pandemic; changes to consumer preferences; customer concentration; reliance on independent distributors; the availability of natural and organic ingredients; risks associated with operating internationally; risks associated with outsourcing arrangements; our ability to execute our cost reduction initiatives and related strategic initiatives; our ability to identify and complete acquisitions or divestitures and our level of success in integrating acquisitions; our reliance on independent certification for a number of our products; the reputation of our Company and our brands; our ability to use and protect trademarks; general economic conditions; the United Kingdom’s exit from the European Union; cybersecurity incidents; disruptions to information technology systems; the impact of climate change; liabilities, claims or regulatory change with respect to environmental matters; potential liability if our products cause illness or physical harm; the highly regulated environment in which we operate; pending and future litigation; compliance with data privacy laws; compliance with our credit agreement; the discontinuation of LIBOR; our ability to issue preferred stock; the adequacy of our insurance coverage; impairments in the carrying value of goodwill or other intangible assets; and other risks and matters described in our most recent Annual Report on Form 10-K, this Form 10-Q and other reports that we file in the future.

We undertake no obligation to update forward-looking statements to reflect actual results or changes in assumptions or circumstances, except as required by applicable law.

PART I - FINANCIAL INFORMATION**ITEM 1. FINANCIAL STATEMENTS****THE HAIN CELESTIAL GROUP, INC. AND SUBSIDIARIES****CONSOLIDATED BALANCE SHEETS (UNAUDITED)****SEPTEMBER 30, 2022 AND JUNE 30, 2022**

(In thousands, except par values)

	September 30, 2022	June 30, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 51,794	\$ 65,512
Accounts receivable, less allowance for doubtful accounts of \$1,910 and \$1,731, respectively	172,692	170,661
Inventories	315,882	308,034
Prepaid expenses and other current assets	53,499	54,079
Assets held for sale	1,840	1,840
Total current assets	595,707	600,126
Property, plant and equipment, net	281,540	297,405
Goodwill	912,278	933,796
Trademarks and other intangible assets, net	463,161	477,533
Investments and joint ventures	13,827	14,456
Operating lease right-of-use assets, net	115,517	114,691
Other assets	34,960	20,377
Total assets	\$ 2,416,990	\$ 2,458,384
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 157,916	\$ 174,765
Accrued expenses and other current liabilities	91,906	86,833
Current portion of long-term debt	7,657	7,705
Total current liabilities	257,479	269,303
Long-term debt, less current portion	891,123	880,938
Deferred income taxes	97,813	95,044
Operating lease liabilities, noncurrent portion	109,858	107,481
Other noncurrent liabilities	19,322	22,450
Total liabilities	1,375,595	1,375,216
Commitments and contingencies (Note 16)		
Stockholders' equity:		
Preferred stock - \$.01 par value, authorized 5,000 shares; issued and outstanding: none	—	—
Common stock - \$.01 par value, authorized 150,000 shares; issued: 111,114 and 111,090 shares, respectively; outstanding: 89,316 and 89,302 shares, respectively	1,112	1,111
Additional paid-in capital	1,207,120	1,203,126
Retained earnings	776,021	769,098
Accumulated other comprehensive loss	(216,944)	(164,482)
	1,767,309	1,808,853
Less: Treasury stock, at cost, 21,798 and 21,788 shares, respectively	(725,914)	(725,685)
Total stockholders' equity	1,041,395	1,083,168
Total liabilities and stockholders' equity	\$ 2,416,990	\$ 2,458,384

See notes to consolidated financial statements.

THE HAIN CELESTIAL GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2022 AND 2021
(In thousands, except per share amounts)

	Three Months Ended September 30,	
	2022	2021
Net sales	\$ 439,351	\$ 454,903
Cost of sales	345,016	349,485
Gross profit	94,335	105,418
Selling, general and administrative expenses	74,951	73,989
Amortization of acquired intangible assets	2,788	2,095
Productivity and transformation costs	773	3,983
Proceeds from insurance claim	—	(196)
Operating income	15,823	25,547
Interest and other financing expense, net	7,677	1,856
Other income, net	(1,790)	(788)
Income from operations before income taxes and equity in net loss of equity-method investees	9,936	24,479
Provision for income taxes	2,631	4,542
Equity in net loss of equity-method investees	382	526
Net income	\$ 6,923	\$ 19,411
Net income per common share:		
Basic	\$ 0.08	\$ 0.20
Diluted	\$ 0.08	\$ 0.20
Shares used in the calculation of net income per common share:		
Basic	89,307	97,121
Diluted	89,493	97,438

See notes to consolidated financial statements.

THE HAIN CELESTIAL GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS (UNAUDITED)
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2022 AND 2021
(In thousands)

	Three Months Ended					
	September 30, 2022			September 30, 2021		
	Pre-tax amount	Tax (expense) benefit	After-tax amount	Pre-tax amount	Tax (expense) benefit	After-tax amount
Net income			\$ 6,923			\$ 19,411
Other comprehensive loss:						
Foreign currency translation adjustments before reclassifications	(67,149)	—	(67,149)	(22,805)	—	(22,805)
Change in deferred gains on cash flow hedging instruments	14,231	(3,638)	10,593	44	(9)	35
Change in deferred losses on fair value hedging instruments	(272)	69	(203)	—	—	—
Change in deferred gains on net investment hedging instruments	5,773	(1,476)	4,297	2,287	(480)	1,807
Total other comprehensive loss	<u>\$ (47,417)</u>	<u>\$ (5,045)</u>	<u>\$ (52,462)</u>	<u>\$ (20,474)</u>	<u>\$ (489)</u>	<u>\$ (20,963)</u>
Total comprehensive loss			<u>\$ (45,539)</u>			<u>\$ (1,552)</u>

See notes to consolidated financial statements.

THE HAIN CELESTIAL GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (UNAUDITED)
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2022
(In thousands, except par values)

	Common Stock		Additional Paid-in Capital	Retained Earnings	Treasury Stock		Accumulated Other Comprehensive Loss	Total
	Shares	Amount at \$.01			Shares	Amount		
Balance at June 30, 2022	111,090	\$ 1,111	\$ 1,203,126	\$ 769,098	21,788	\$ (725,685)	\$ (164,482)	\$ 1,083,168
Net income				6,923				6,923
Other comprehensive loss							(52,462)	(52,462)
Issuance of common stock pursuant to stock-based compensation plans	24	1						1
Employee shares withheld for taxes					10	(229)		(229)
Stock-based compensation expense			3,994					3,994
Balance at September 30, 2022	<u>111,114</u>	<u>\$ 1,112</u>	<u>\$ 1,207,120</u>	<u>\$ 776,021</u>	<u>21,798</u>	<u>\$ (725,914)</u>	<u>\$ (216,944)</u>	<u>\$ 1,041,395</u>

See notes to consolidated financial statements.

THE HAIN CELESTIAL GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (UNAUDITED)
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2021
(In thousands, except par values)

	Common Stock		Additional Paid-in Capital	Retained Earnings	Treasury Stock		Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount at \$.01			Shares	Amount		
Balance at June 30, 2021	109,507	\$ 1,096	\$ 1,187,530	\$ 691,225	10,438	\$ (283,957)	\$ (73,011)	\$ 1,522,883
Net income				19,411				19,411
Other comprehensive loss							(20,963)	(20,963)
Issuance of common stock pursuant to stock-based compensation plans	61	—	—					—
Employee shares withheld for taxes					29	(1,175)		(1,175)
Repurchase of common stock					4,525	(175,687)		(175,687)
Stock-based compensation expense			4,287					4,287
Balance at September 30, 2021	<u>109,568</u>	<u>\$ 1,096</u>	<u>\$ 1,191,817</u>	<u>\$ 710,636</u>	<u>14,992</u>	<u>\$ (460,819)</u>	<u>\$ (93,974)</u>	<u>\$ 1,348,756</u>

See notes to consolidated financial statements.

THE HAIN CELESTIAL GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2022 AND 2021
(In thousands)

	Three Months Ended September 30,	
	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 6,923	\$ 19,411
Adjustments to reconcile net income from operations to net cash (used in) provided by operating activities:		
Depreciation and amortization	11,970	10,855
Deferred income taxes	(1,497)	(2,105)
Equity in net loss of equity-method investees	382	526
Stock-based compensation, net	3,994	4,287
Gain on sale of assets	(60)	(276)
Other non-cash items, net	(1,457)	(1,093)
(Decrease) increase in cash attributable to changes in operating assets and liabilities:		
Accounts receivable	(9,589)	(9,443)
Inventories	(16,907)	2,277
Other current assets	2,541	900
Other assets and liabilities	1,348	(1,566)
Accounts payable and accrued expenses	(2,764)	13,813
Net cash (used in) provided by operating activities	(5,116)	37,586
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property, plant and equipment	(7,215)	(17,810)
Investments and joint ventures, net	191	(408)
Proceeds from sale of assets	96	164
Net cash used in investing activities	(6,928)	(18,054)
CASH FLOWS FROM FINANCING ACTIVITIES		
Borrowings under bank revolving credit facility	80,000	120,000
Repayments under bank revolving credit facility	(69,875)	(5,000)
Payments of other debt, net	(72)	(237)
Share repurchases	—	(177,103)
Employee shares withheld for taxes	(229)	(1,175)
Net cash provided by (used in) financing activities	9,824	(63,515)
Effect of exchange rate changes on cash	(11,498)	(2,926)
Net decrease in cash and cash equivalents	(13,718)	(46,909)
Cash and cash equivalents at beginning of period	65,512	75,871
Cash and cash equivalents at end of period	\$ 51,794	\$ 28,962

See notes to consolidated financial statements.

THE HAIN CELESTIAL GROUP, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

(Amounts in thousands, except par values and per share data)

1. BUSINESS

The Hain Celestial Group, Inc., a Delaware corporation (collectively with its subsidiaries, the “Company,” “Hain Celestial,” “we,” “us” or “our”), was founded in 1993 and is headquartered in Lake Success, New York. The Company’s mission has continued to evolve since its founding, with health and wellness being the core tenet. The Company continues to be a leading marketer, manufacturer and seller of organic and natural, “better-for-you” products by anticipating and exceeding consumer expectations in providing quality, innovation, value and convenience. The Company is committed to growing sustainably while continuing to implement environmentally sound business practices and manufacturing processes. Hain Celestial sells its products through specialty and natural food distributors, supermarkets, natural food stores, mass-market and e-commerce retailers, food service channels and club, drug, and convenience stores in over 75 countries worldwide. The Company operates under two reportable segments: North America and International.

Acquisition

On December 28, 2021, the Company acquired all outstanding stock of Proven Brands, Inc. (and its subsidiary That's How We Roll LLC) and KTB Foods Inc., collectively doing business as "That's How We Roll" ("THWR"), the producer and marketer of ParmCrisps[®] and Thinsters[®]. See Note 4, *Acquisition*, for details.

2. BASIS OF PRESENTATION

The Company’s unaudited consolidated financial statements include the accounts of the Company and its wholly-owned and majority-owned subsidiaries. Intercompany accounts and transactions have been eliminated in consolidation. Investments in affiliated companies in which the Company exerts significant influence, but which it does not control, are accounted for under the equity method of accounting. As such, consolidated net income includes the Company’s equity in the current earnings or losses of such companies.

The Company's unaudited consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States (“U.S. GAAP”) for interim financial information and the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and notes required by U.S. GAAP and should be read in conjunction with the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2022 (the “Form 10-K”). The amounts as of and for the periods ended June 30, 2022 are derived from the Company’s audited annual financial statements. The unaudited consolidated financial statements reflect all normal recurring adjustments which, in management’s opinion, are necessary for a fair presentation for interim periods. Operating results for the three months ended September 30, 2022 are not necessarily indicative of the results that may be expected for the fiscal year ending June 30, 2023. Please refer to the Notes to the Consolidated Financial Statements as of June 30, 2022 and for the fiscal year then ended included in the Form 10-K for information not included in these condensed notes.

All amounts in the unaudited consolidated financial statements, notes and tables have been rounded to the nearest thousand, except par values and per share amounts, unless otherwise indicated.

Significant Accounting Policies

The Company's significant accounting policies are described in Note 2, *Summary of Significant Accounting Policies and Practices*, in the Notes to the Consolidated Financial Statements in the Form 10-K. Included herein are certain updates to those policies.

Transfer of Financial Assets

The Company accounts for transfers of financial assets, such as non-recourse accounts receivable financing arrangements, when the Company has surrendered control over the related assets. Determining whether control has transferred requires an evaluation of relevant legal considerations, an assessment of the nature and extent of the Company’s continuing involvement with the assets transferred and any other relevant considerations. The Company has non-recourse financing arrangements in which eligible receivables are sold to third-party buyers in exchange for cash. The Company transferred accounts receivable in their entirety to the buyers and satisfied all of the conditions to report the transfer of financial assets in their entirety as a sale. The principal amount of receivables sold under these arrangements was \$83,659 and \$22,889 during the three months ended September 30, 2022 and 2021,

respectively. The incremental cost of financing receivables under these arrangements is included in selling, general and administrative expenses on the Company's Consolidated Statements of Operations. The proceeds from the sale of receivables are included in cash used in operating activities on the Consolidated Statements of Cash Flows.

3. EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted net income per share utilized to calculate earnings per share on the Consolidated Statements of Operations:

	Three Months Ended September 30,	
	2022	2021
Numerator:		
Net income	\$ 6,923	\$ 19,411
Denominator:		
Basic weighted average shares outstanding	89,307	97,121
Effect of dilutive stock options, unvested restricted stock and unvested restricted share units	186	317
Diluted weighted average shares outstanding	89,493	97,438

There were 489 and nil restricted stock awards excluded from our calculation of diluted net income per share for the three months ended September 30, 2022 and 2021, respectively, as such awards were anti-dilutive.

Additionally, 298 and 1,299 stock-based awards outstanding at September 30, 2022 and 2021, respectively, were excluded from the calculation of diluted net income per share for the three months ended September 30, 2022 and 2021, respectively, as such awards were contingently issuable based on market or performance conditions, and such conditions had not been achieved during the respective periods.

Share Repurchase Program

In January 2022, the Company's Board of Directors authorized the repurchase of up to \$200,000 of the Company's issued and outstanding common stock. Repurchases may be made from time to time in the open market, pursuant to pre-set trading plans, in private transactions or otherwise. The current authorization does not have a stated expiration date. The extent to which the Company repurchases its shares and the timing of such repurchases will depend upon market conditions and other corporate considerations. During the three months ended September 30, 2022, the Company did not repurchase any shares under the repurchase program. As of September 30, 2022, the Company had \$173,514 of remaining authorization under the share repurchase program. During the three months ended September 30, 2021, the Company repurchased 4,525 shares under the repurchase program for a total of \$175,597, excluding commissions, at an average price of \$38.80 per share. Repurchases made during the three months ended September 30, 2021, were made under a previous Board of Directors authorization.

4. ACQUISITION

That's How We Roll

On December 28, 2021, the Company acquired all outstanding stock of THWR, the producer and marketer of ParmCrisps® and Thinsters®, deepening the Company's position in the snacking category. Consideration for the transaction consisted of cash, net of cash acquired, totaling \$260,424. Of the total consideration, \$259,985 was paid with the remaining \$439 payable as of September 30, 2022. The acquisition was funded with borrowings under the Credit Agreement (as defined in Note 9, *Debt and Borrowings*).

Results of THWR are included in the United States operating segment, a component of the North America reportable segment. THWR's net sales included in our consolidated results were 3.6% of consolidated net sales for the three months ended September 30, 2022.

The following table provides unaudited pro forma results of operations had the acquisition been completed at the beginning of fiscal 2022. The pro forma information reflects certain adjustments related to the acquisition but does not reflect any potential operating efficiencies or cost savings that may result from the acquisition. Accordingly, this information has been provided for illustrative

purposes only and does not purport to be indicative of the actual results that would have been achieved by the Company for the periods presented or that will be achieved by the combined company in the future. The pro forma information has been adjusted to give effect to items that are directly attributable to the transactions and are expected to have a continuing impact on the combined results.

	Unaudited supplemental pro forma information	
	Three Months Ended	
	September 30, 2022	September 30, 2021
Net sales	\$ 439,351	\$ 485,196
Net income from operations	\$ 6,923	\$ 19,425
Diluted net income per common share from operations	\$ 0.08	\$ 0.20

The Company's acquisition is described in more detail in Note 4, *Acquisitions and Dispositions*, in the Notes to the Consolidated Financial Statements in the Form 10-K.

5. INVENTORIES

Inventories consisted of the following:

	September 30, 2022	June 30, 2022
Finished goods	\$ 189,757	\$ 202,544
Raw materials, work-in-progress, and packaging	126,125	105,490
	<u>\$ 315,882</u>	<u>\$ 308,034</u>

6. PROPERTY, PLANT AND EQUIPMENT, NET

Property, plant and equipment, net consisted of the following:

	September 30, 2022	June 30, 2022
Land	\$ 10,697	\$ 11,216
Buildings and improvements	47,370	51,849
Machinery and equipment	285,941	296,398
Computer hardware and software	62,682	65,680
Furniture and fixtures	20,176	23,522
Leasehold improvements	52,521	54,999
Construction in progress	32,780	27,200
	512,167	530,864
Less: Accumulated depreciation and impairment	230,627	233,459
	\$ 281,540	\$ 297,405

Depreciation expense for the three months ended September 30, 2022 and 2021 was \$8,067 and \$7,408, respectively.

A facility in the United States was held for sale as of September 30, 2022 with a net carrying amount of \$1,840.

7. LEASES

The Company leases office space, warehouse and distribution facilities, manufacturing equipment and vehicles primarily in North America and Europe. The Company determines if an arrangement is or contains a lease at inception. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. The Company's lease agreements generally do not contain residual value guarantees or material restrictive covenants.

Some of the Company's leases contain variable lease payments, which are expensed as incurred unless those payments are based on an index or rate. Variable lease payments based on an index or rate are initially measured using the index or rate in effect at lease commencement and included in the measurement of the lease liability; thereafter, changes to lease payments due to rate or index changes are recorded as variable lease expense in the period incurred. The Company does not have any related party leases, and sublease transactions are de minimis.

The components of lease expenses for the three months ended September 30, 2022 and 2021 were as follows:

	Three Months Ended	
	September 30, 2022	September 30, 2021
Operating lease expenses	\$ 4,975	\$ 3,752
Finance lease expenses	69	70
Variable lease expenses	180	403
Short-term lease expenses	496	1,365
Total lease expenses	<u>\$ 5,720</u>	<u>\$ 5,590</u>

Supplemental balance sheet information related to leases was as follows:

Leases	Classification	September 30, 2022	June 30, 2022
Assets			
Operating lease ROU assets, net	Operating lease right-of-use assets, net	\$ 115,517	\$ 114,691
Finance lease ROU assets, net	Property, plant and equipment, net	387	413
Total leased assets		<u>\$ 115,904</u>	<u>\$ 115,104</u>
Liabilities			
Current			
Operating	Accrued expenses and other current liabilities	\$ 12,566	\$ 13,154
Finance	Current portion of long-term debt	124	149
Non-current			
Operating	Operating lease liabilities, noncurrent portion	109,858	107,481
Finance	Long-term debt, less current portion	277	278
Total lease liabilities		<u>\$ 122,825</u>	<u>\$ 121,062</u>

Additional information related to leases is as follows:

	Three Months Ended	
	September 30, 2022	September 30, 2021
Supplemental cash flow information		
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 3,968	\$ 3,745
Operating cash flows from finance leases	\$ 4	\$ 5
Financing cash flows from finance leases	\$ 52	\$ 60
ROU assets obtained in exchange for lease obligations:		
Operating leases	\$ 7,143	\$ 319
Finance leases	\$ 26	\$ —
Weighted average remaining lease term:		
Operating leases	10.2 years	9.6 years
Finance leases	4.1 years	4.1 years
Weighted average discount rate:		
Operating leases	4.5 %	3.3 %
Finance leases	4.3 %	4.2 %

Maturities of lease liabilities as of September 30, 2022 were as follows:

Fiscal Year	Operating leases	Finance leases	Total
2023 (remainder of year)	\$ 12,533	\$ 115	\$ 12,648
2024	17,229	90	17,319
2025	15,378	89	15,467
2026	14,893	68	14,961
2027	14,738	53	14,791
Thereafter	82,318	25	82,343
Total lease payments	157,089	440	157,529
Less: Imputed interest	34,665	39	34,704
Total lease liabilities	\$ 122,424	\$ 401	\$ 122,825

8. GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill

The following table provides the changes in the carrying value of goodwill by reportable segment:

	North America	International	Total
Balance as of June 30, 2022	\$ 695,715	\$ 238,081	\$ 933,796
Translation and other adjustments, net	3,468	(24,986)	(21,518)
Balance as of September 30, 2022	\$ 699,183	\$ 213,095	\$ 912,278

There were no events or circumstances that warranted an interim impairment test for goodwill during the three months ended September 30, 2022 or 2021.

Other Intangible Assets

The following table includes the gross carrying amount and accumulated amortization, where applicable, for intangible assets, excluding goodwill:

	September 30, 2022	June 30, 2022
Non-amortized intangible assets:		
Trademarks and tradenames	\$ 366,368	\$ 379,466
Amortized intangible assets:		
Other intangibles	195,165	199,448
Less: Accumulated amortization	(98,372)	(101,381)
Net amortized intangible assets	96,793	98,067
Net other intangible assets	\$ 463,161	\$ 477,533

There were no events or circumstances that warranted an interim impairment test for indefinite-lived intangible assets during the three months ended September 30, 2022 or 2021.

Amortized intangible assets, which are deemed to have a finite life, primarily consist of customer relationships, trademarks and tradenames and are amortized over their estimated useful lives of 7 to 25 years. Amortization expense included in the Consolidated Statements of Operations was as follows:

	Three Months Ended September 30,	
	2022	2021
Amortization of acquired intangibles	\$ 2,788	\$ 2,095

Expected amortization expense over the next five fiscal years is as follows:

	Fiscal Year Ending June 30,				
	2023 (remainder of year)	2024	2025	2026	2027
Estimated amortization expense	\$ 8,108	\$ 8,679	\$ 7,812	\$ 7,416	\$ 7,319

The weighted average remaining amortization period of amortized intangible assets is 14.2 years.

9. DEBT AND BORROWINGS

Debt and borrowings consisted of the following:

	September 30, 2022	June 30, 2022
Revolving credit facility	\$ 605,000	\$ 593,000
Term loans	294,375	296,250
Less: Unamortized issuance costs	(1,043)	(1,105)
Other borrowings ⁽¹⁾	448	498
	<u>898,780</u>	<u>888,643</u>
Short-term borrowings and current portion of long-term debt ⁽²⁾	7,657	7,705
Long-term debt, less current portion	<u>\$ 891,123</u>	<u>\$ 880,938</u>

⁽¹⁾ Includes \$401 (June 30, 2022: \$427) of finance lease obligations as discussed in Note 7, Leases.

⁽²⁾ Includes \$124 (June 30, 2022: \$149) of short-term finance lease obligations as discussed in Note 7, Leases.

Amended and Restated Credit Agreement

On December 22, 2021, the Company refinanced its revolving credit facility by entering into a Fourth Amended and Restated Credit Agreement (the "Credit Agreement"). The Credit Agreement provides for senior secured financing of \$1,100,000 in the aggregate, consisting of (1) \$300,000 in aggregate principal amount of term loans (the "Term Loans") and (2) an \$800,000 senior secured revolving credit facility (which includes borrowing capacity available for letters of credit, and is comprised of a \$440,000 U.S. revolving credit facility and \$360,000 global revolving credit facility) (the "Revolver"). Both the Revolver and the Term Loans mature on December 22, 2026. As of September 30, 2022, there were \$605,000 of loans under the Revolver, \$294,375 of Term Loans, and \$6,769 letters of credit outstanding under the Credit Agreement.

The Credit Agreement provides that loans will bear interest at rates based on (a) the Eurodollar Rate plus a rate ranging from 0.875% to 1.75% per annum or (b) the Base Rate plus a rate ranging from 0.00% to 0.75% per annum, the relevant rate being the Applicable Rate. The Applicable Rate will be determined in accordance with a leverage-based pricing grid, as set forth in the Credit Agreement. Swing Line Loans and Global Swing Line Loans denominated in U.S. Dollars will bear interest at the Base Rate plus the Applicable Rate, and Global Swing Line Loans denominated in foreign currencies shall bear interest based on (a) the Euro Short Term Rate, or €STR, in the case of such loans denominated in Euros plus the Applicable Rate, (b) the Sterling Overnight Index Average Reference Rate, or SONIA, in the case of such loans denominated in Sterling plus the Applicable Rate or (c) the Canadian Prime Rate plus the Applicable Rate. The weighted average interest rate on outstanding borrowings under the Credit Agreement at September 30, 2022 was 4.38%. Additionally, the Credit Agreement contains a Commitment Fee on the amount unused under the Credit Agreement ranging from 0.15% to 0.25% per annum, and such Commitment Fee is determined in accordance with a leverage-based pricing grid.

The Credit Agreement includes financial covenants that require compliance with a consolidated interest coverage ratio, a consolidated secured leverage ratio and a consolidated leverage ratio. The minimum consolidated interest coverage ratio is 2.75:1.00. The maximum consolidated secured leverage ratio was 5.00:1.00 through the fiscal quarter ended September 30, 2022; will be 4.50:1.00 for the fiscal quarters ending December 31, 2022 and March 31, 2023; and will be 4.25:1.00 thereafter commencing with the fiscal quarter ending June 30, 2023. The maximum consolidated leverage ratio is 6.00:1.00. As of September 30, 2022, \$188,231 was available under the Credit Agreement, subject to compliance with the financial covenants. As of September 30, 2022, the Company was in compliance with all associated covenants.

In connection with the Credit Agreement, the Company and its material domestic subsidiaries entered into an Amended and Restated Security and Pledge Agreement (the "Security Agreement"), pursuant to which all of the obligations under the Credit Agreement will

be secured by liens on assets of the Company and its material domestic subsidiaries, including the equity interests in each of their direct subsidiaries and intellectual property, subject to agreed-upon exceptions.

Credit Agreement Issuance Costs

Based on the Company's evaluation of the borrowing capacity associated with the creditors participating in the previous facility compared to those in the Credit Agreement, \$1,762 of the \$2,036 of unamortized deferred financing costs at December 22, 2021 were deferred and the remaining \$274 were expensed as a component of Interest and other financing expense, net on our Consolidated Statement of Operations. Additionally, the Company incurred debt issuance costs of approximately \$2,764 in connection with the Credit Agreement. Of the total \$4,526 of deferred debt issuance costs, \$3,292 were associated with the Revolver and are being amortized on a straight-line basis within Other assets on our Consolidated Balance Sheet, and \$1,234 are being amortized on a straight-line basis, which approximates the effective interest method, as an adjustment to the carrying amount of the Term Loans as a component of Interest and other financing expense, net on our Consolidated Statement of Operations over the term of the Credit Agreement.

Maturities of all debt instruments at September 30, 2022, are as follows:

Due in Fiscal Year	Amount
Remainder of 2023	\$ 5,597
2024	7,544
2025	7,253
2026	7,253
2027	871,133
Total debt and borrowings	<u>\$ 898,780</u>

10. INCOME TAXES

In general, the Company uses an estimated annual effective tax rate, which is based on expected annual income and statutory tax rates in the various jurisdictions in which the Company operates, to determine its quarterly provision for income taxes. Certain significant or unusual items are separately recognized in the quarter in which they occur and can be a source of variability on the effective tax rates from quarter to quarter. The Company's effective tax rate may change from period-to-period based on recurring and non-recurring factors including the geographical mix of earnings, enacted tax legislation, state and local income taxes and tax audit settlements.

The effective income tax rate was an expense of 26.5% and 18.6% for the three months ended September 30, 2022 and 2021, respectively. The effective income tax rate for the three months ended September 30, 2022 increased due to tax expense related to stock-based compensation and uncertain tax positions. The effective income tax rate for the three months ended September 30, 2021 decreased due to the reversal of uncertain tax position accruals based on filing and approval of certain elections by taxing authorities. The effective income tax rates in each period were also impacted by the geographical mix of earnings and state income taxes.

11. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table presents the changes in accumulated other comprehensive loss (AOCL):

	Three Months Ended September 30,	
	2022	2021
Foreign currency translation adjustments:		
Other comprehensive loss before reclassifications	\$ (67,149)	\$ (22,805)
Deferred gains on cash flow hedging instruments:		
Amount of gain recognized in AOCL on derivatives ⁽¹⁾	11,360	535
Amount of gain reclassified from AOCL into income ⁽¹⁾	(767)	(500)
Deferred gains on fair value hedging instruments:		
Amount of gain recognized in AOCL on derivatives ⁽¹⁾	1,145	—
Amount of gain reclassified from AOCL into income ⁽¹⁾	(1,348)	—
Deferred gains on net investment hedging instruments:		
Amount of gain recognized in AOCL on derivatives ⁽¹⁾	4,666	1,910
Amount of gain reclassified from AOCL into income ⁽¹⁾	(369)	(103)
Net change in AOCL	\$ (52,462)	\$ (20,963)

⁽¹⁾See Note 15, *Derivatives and Hedging Activities*, for the amounts reclassified into income for deferred gains (losses) on cash flow and net investment hedging instruments recorded in the Consolidated Statements of Operations in the three months ended September 30, 2022 and 2021.

12. STOCK-BASED COMPENSATION AND INCENTIVE PERFORMANCE PLANS

The Company has a stockholder-approved plan, the Amended and Restated 2002 Long-Term Incentive and Stock Award Plan (the "2002 Plan"), under which the Company's officers, senior management, other key employees, consultants, and directors may be granted equity-based awards. The Company also grants shares under its 2019 Equity Inducement Award Program (the "2019 Inducement Program") to induce selected individuals to become employees of the Company. The 2002 Plan and 2019 Inducement Program are collectively referred to as the "Stock Award Plans." In conjunction with the Stock Award Plans, the Company maintains a long-term incentive program (the "LTI Program" or "LTIP") that provides for equity awards, including performance and market-based equity awards that can be earned over defined performance periods. The Company's plans are described in Note 13, *Stock-Based Compensation and Incentive Performance Plans*, in the Notes to the Consolidated Financial Statements in the Form 10-K.

Compensation cost and related income tax benefits recognized in the Consolidated Statements of Operations for stock-based compensation plans were as follows:

	Three Months Ended September 30,	
	2022	2021
Selling, general and administrative expense	\$ 3,994	\$ 4,287
Related income tax benefit	\$ 402	\$ 273

Restricted Stock

Awards of restricted stock are either restricted stock awards ("RSAs") or restricted stock units ("RSUs") that are issued at no cost to the recipient. Performance-based or market-based RSUs are issued in the form of performance share units ("PSUs"). A summary of the restricted stock activity (including all RSAs, RSUs and PSUs) for the three months ended September 30, 2022 is as follows:

	Number of Shares and Units	Weighted Average Grant Date Fair Value (per share)
Non-vested RSAs, RSUs and PSUs outstanding at June 30, 2022	790	\$ 42.44
Granted	924	\$ 21.48
Vested	(24)	\$ 36.15
Forfeited	(54)	\$ 40.76
Non-vested RSAs, RSUs and PSUs outstanding at September 30, 2022	1,636	\$ 30.73

The table above includes a total of 365 shares granted during the three months ended September 30, 2022 that represent the target number of shares that may be earned based on pre-defined market conditions that are eligible to vest ranging from zero to 200% of target. All such shares relate to the 2023 – 2025 LTIP as further described below. Vested shares during the three months ended September 30, 2022 include a total of 5 shares related to certain performance-based metrics being met and a total of 19 shares related to service-based RSUs. There are market-based PSU awards outstanding under both the 2023 – 2025 LTIP and the 2022 – 2024 LTIP. At September 30, 2022, 365 of such shares were outstanding under the 2023 – 2025 LTIP while 158 shares were outstanding under the 2022 – 2024 LTIP.

The fair value of RSAs, RSUs and PSUs granted and of shares vested, and the tax benefit recognized from restricted shares vesting was as follows:

	Three Months Ended September 30,	
	2022	2021
Fair value of RSAs, RSUs and PSUs granted	\$ 19,839	\$ 478
Fair value of shares vested	\$ 576	\$ 2,522
Tax benefit recognized from restricted shares vesting	\$ 78	\$ 246

At September 30, 2022, there was \$37,613 of unrecognized stock-based compensation expense related to non-vested restricted stock awards which is expected to be recognized over a weighted average period of 2.08 years.

2023-2025 LTIP

During the three months ended September 30, 2022, the Company granted market-based PSU awards under the LTI Program with a total target payout of 365 shares of common stock. Vesting is pursuant to a defined calculation of either relative TSR or absolute TSR (as defined) over the period from September 6, 2022 through the earlier of (i) September 6, 2025; (ii) the date the participant's employment is terminated due to death or Disability (as defined); or (iii) the effective date of a Change in Control (as defined) (the "TSR Performance Period"). Vesting of 245 target shares of the outstanding PSU awards is pursuant to a defined calculation of relative TSR over the TSR Performance Period (the "Relative TSR PSUs"). Vesting of 120 target shares of the outstanding PSU awards is pursuant to the achievement of pre-established three-year compound annual TSR targets over the TSR Performance Period (the "Absolute TSR PSUs"). Total shares eligible to vest for both the Relative TSR PSUs and Absolute TSR PSUs range from zero to 200% of the target amount. Grant date fair values are calculated using a Monte-Carlo simulation model with grant date fair values per target share and related valuation assumptions as follows:

	Absolute TSR PSUs	Relative TSR PSUs
Grant date fair value (per target share)	\$ 20.18	\$ 27.47
Risk-free interest rate	3.54 %	3.54 %
Expected dividend yield	—	—
Expected volatility	40.30 %	26.60 %
Expected term	3.00 years	3.00 years

13. INVESTMENTS

On October 27, 2015, the Company acquired a minority equity interest in Chop't Creative Salad Company LLC, predecessor to Founders Table Restaurant Group, LLC ("Founders Table"). Founders Table owns and operates the fast-casual restaurant chains Chop't Creative Salad Co. and Dos Toros Taqueria. The investment is being accounted for as an equity method investment due to the Company's representation on the Board of Directors of Founders Table. At September 30, 2022 and June 30, 2022, the carrying value of the Company's investment in Founders Table was \$8,910 and \$9,491, respectively, and is included in the Consolidated Balance Sheets as a component of Investments and joint ventures.

The Company also holds an investment in Hutchison Hain Organic Holdings Limited, a joint venture with HUTCHMED (China) Limited, accounted for under the equity method of accounting. The carrying value of the investments were \$4,917 and \$4,965 as of September 30, 2022 and June 30, 2022, respectively, and is included in the Consolidated Balance Sheets as a component of Investments and joint ventures.

14. FINANCIAL INSTRUMENTS MEASURED AT FAIR VALUE

The Company's financial assets and liabilities measured at fair value are required to be grouped in one of three levels. The levels prioritize the inputs used to measure the fair value of the assets or liabilities. These levels are:

- Level 1 – Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 – Quoted prices in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the asset or liability; and
- Level 3 – Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable (i.e., supported by little or no market activity).

The following table presents assets and liabilities measured at fair value on a recurring basis as of September 30, 2022:

	Total	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets:				
Derivative financial instruments	\$ 25,596	\$ —	\$ 25,596	\$ —
Equity investment	277	277	—	—
Total	\$ 25,873	\$ 277	\$ 25,596	\$ —

The following table presents assets and liabilities measured at fair value on a recurring basis as of June 30, 2022:

	Total	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets:				
Derivative financial instruments	\$ 7,476	\$ —	\$ 7,476	\$ —
Equity investment	560	560	—	—
Total	\$ 8,036	\$ 560	\$ 7,476	\$ —
Liabilities:				
Derivative financial instruments	\$ 3,184	\$ —	\$ 3,184	\$ —
Total	\$ 3,184	\$ —	\$ 3,184	\$ —

There were no transfers of financial instruments between the three levels of fair value hierarchy during the three months ended September 30, 2022 or 2021.

Derivative Instruments

The Company uses interest rate swaps to manage its interest rate risk and cross-currency swaps and foreign currency exchange contracts to manage its exposure to fluctuations in foreign currency exchange rates. The valuation of these instruments is determined using widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves and implied volatilities. The fair values of interest rate swaps are determined using the market standard methodology of netting the discounted future fixed cash receipts (or payments) and the discounted expected variable cash payments (or receipts). The variable cash payments (or receipts) are based on an expectation of future interest rates (forward curves) derived from observable market interest rate curves.

The Company incorporates credit valuation adjustments to appropriately reflect both the Company's nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements. In adjusting the fair value of the Company's derivative contracts for the effect of nonperformance risk, the Company has considered the impact of netting and any applicable credit enhancements, such as collateral postings, thresholds, mutual puts and guarantees.

Although the Company has determined that the majority of the inputs used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with its derivatives utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by the Company and its counterparties. The Company has determined that the significance of the impact of the credit valuation adjustments made to its derivative contracts, which determination was based on the fair value of each individual contract, was not significant to the overall valuation. As a result, all of the derivatives held as of September 30, 2022 and June 30, 2022 were classified as Level 2 of the fair value hierarchy.

15. DERIVATIVES AND HEDGING ACTIVITIES

Risk Management Objective of Using Derivatives

The Company is exposed to certain risks arising from both its business operations and economic conditions. The Company manages its exposures to a wide variety of business and operational risks. The Company manages economic risks, including interest rate, liquidity, and credit risk primarily by managing the amount, sources and duration of its assets and liabilities and the use of derivative financial instruments. Specifically, the Company enters into derivative financial instruments to manage exposures that arise from business activities that result in the receipt or payment of future known and uncertain cash amounts, the value of which are determined by interest rates. The Company's derivative financial instruments are used to manage differences in the amount, timing, and duration of the Company's known or expected cash receipts and its known or expected cash payments principally related to the Company's receivables and borrowings.

Certain of the Company's foreign operations expose the Company to fluctuations of foreign exchange rates. These fluctuations may impact the value of the Company's cash receipts and payments in terms of the Company's functional currency. The

Company enters into derivative financial instruments to protect the value or fix the amount of certain assets and liabilities in terms of its functional currency, the U.S. Dollar.

Accordingly, the Company uses derivative financial instruments to manage and mitigate such risks. The Company does not use derivatives for speculative or trading purposes.

Cash Flow Hedges of Interest Rate Risk

The Company's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish this objective, the Company primarily uses interest rate swaps as part of its interest rate risk management strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable amounts from a counterparty in exchange for the Company making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount. During the three months ended September 30, 2022 and 2021, such derivatives were used to hedge the variable cash flows associated with existing variable rate debt.

For derivatives designated and that qualify as cash flow hedges of interest rate risk, the gain or loss on the derivative is recorded in accumulated other comprehensive loss and subsequently reclassified into interest expense in the same period during which the hedged transaction affects earnings. Amounts reported in accumulated other comprehensive loss related to derivatives will be reclassified to interest expense as interest payments are made on the Company's variable rate debt. During the remaining nine months of fiscal 2023, the Company estimates that an additional \$5,150 will be reclassified as a decrease to interest expense.

As of September 30, 2022, the Company had the following outstanding interest rate derivatives that were designated as cash flow hedges of interest rate risk:

Interest Rate Derivative	Number of Instruments	Notional Amount
Interest rate swap	8	\$630,000

Cash Flow Hedges of Foreign Exchange Risk

The Company is exposed to fluctuations in various foreign currencies against its functional currency, the U.S. Dollar. The Company uses foreign currency derivatives including cross-currency swaps to manage its exposure to fluctuations in the USD-EUR exchange rates. Cross-currency swaps involve exchanging fixed-rate interest payments for fixed-rate interest receipts, both of which will occur at the USD-EUR forward exchange rates in effect upon entering into the instrument. The Company, at times, also uses forward contracts to manage its exposure to fluctuations in the GBP-EUR exchange rates. The Company designates these derivatives as cash flow hedges of foreign exchange risk.

For derivatives designated and that qualify as cash flow hedges of foreign exchange risk, the gain or loss on the derivative is recorded in accumulated other comprehensive loss and subsequently reclassified in the period(s) during which the hedged transaction affects earnings within the same income statement line item as the earnings effect of the hedged transaction. During the remaining nine months of fiscal 2023, the Company estimates that an additional \$161 relating to the cross-currency swaps will be reclassified as an increase to interest expense.

As of September 30, 2022, the Company had no outstanding foreign currency derivatives that were used to hedge its foreign exchange risk.

Net Investment Hedges

The Company is exposed to fluctuations in foreign exchange rates on investments it holds in its European foreign entities and their exposure to the Euro. The Company uses fixed-to-fixed cross-currency swaps to hedge its exposure to changes in the foreign exchange rate on its foreign investment in Europe. Currency forward agreements involve fixing the USD-EUR exchange rate for delivery of a specified amount of foreign currency on a specified date. The currency forward agreements are typically cash settled in U.S. Dollars for their fair value at or close to their settlement date. Cross-currency swaps involve the receipt of functional-currency-fixed-rate amounts from a counterparty in exchange for the Company making foreign-currency-fixed-rate payments over the life of the agreement.

For derivatives designated as net investment hedges, the gain or loss on the derivative is reported in accumulated other comprehensive loss as part of the cumulative translation adjustment. Amounts are reclassified out of accumulated other comprehensive loss into earnings when the hedged net investment is either sold or substantially liquidated.

As of September 30, 2022, the Company had the following outstanding foreign currency derivatives that were used to hedge its net investments in foreign operations:

Foreign Currency Derivative	Number of Instruments	Notional Sold	Notional Purchased
Cross-currency swap	4	€100,300	\$105,804

Fair Value Hedges

The Company is exposed to changes in the fair value of certain of its foreign denominated intercompany loans due to changes in foreign exchange spot rates. The Company uses fixed-to-fixed cross-currency swaps to hedge its exposure to changes in foreign exchange rates affecting gains and losses on intercompany loan principal and interest. Cross-currency swaps involve the receipt of functional-currency-fixed-rate amounts from a counterparty in exchange for the Company making foreign-currency-fixed-rate payments over the life of the agreement.

For derivatives designated and that qualify as fair value hedges, the gain or loss on the derivative as well as the offsetting loss or gain on the hedged item attributable to the hedged risk are recognized in unrealized exchange gains/losses.

Gains and losses on the derivative representing hedge components excluded from the assessment of effectiveness are recognized over the life of the hedge on a systematic and rational basis, as documented at hedge inception in accordance with the Company's accounting policy election. The earnings recognition of excluded components is presented in the same income statement line item as the earnings effect of the hedged transaction. During the remaining nine months of fiscal 2023, the Company estimates that an additional \$359 relating to cross currency swaps will be reclassified as a decrease to interest expense.

As of September 30, 2022, the Company had the following outstanding foreign currency derivatives that were used to hedge changes in fair value attributable to foreign exchange risk:

Foreign Currency Derivative	Number of Instruments	Notional Sold	Notional Purchased
Cross-currency swap	1	€24,700	\$26,021

As of September 30, 2022 and June 30, 2022, the following amounts were recorded on the balance sheet related to cumulative basis adjustment for fair value hedges:

	Carrying Amount of the Hedged Asset		Cumulative Amount of Fair Value Hedge Adjustment Included in the Carrying Amount of the Hedged Asset	
	September 30, 2022	June 30, 2022	September 30, 2022	June 30, 2022
Intercompany loan receivable	\$ 24,211	\$ 25,899	\$ 1,688	\$ 122

Designated Hedges

The following table presents the fair value of the Company's derivative financial instruments as well as their classification on the Consolidated Balance Sheet as of September 30, 2022:

	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivatives designated as hedging instruments:				
Interest rate swaps	Prepaid expenses and other current assets	\$ 15,161	Accrued expenses and other current liabilities / Other noncurrent liabilities	\$ —
Cross-currency swaps	Prepaid expenses and other current assets	10,435	Other noncurrent liabilities	—
Total derivatives designated as hedging instruments		<u>\$ 25,596</u>		<u>\$ —</u>

The following table presents the fair value of the Company's derivative financial instruments as well as their classification on the Consolidated Balance Sheet as of June 30, 2022:

	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivatives designated as hedging instruments:				
Interest rate swaps	Prepaid expenses and other current assets	\$ 4,230	Accrued expenses and other current liabilities / Other noncurrent liabilities	\$ 3,184
Cross-currency swaps	Prepaid expenses and other current assets	3,246	Other noncurrent liabilities	—
Total derivatives designated as hedging instruments		<u>\$ 7,476</u>		<u>\$ 3,184</u>

The following table presents the pre-tax effect of cash flow hedge accounting on AOCL for the three months ended September 30, 2022 and 2021:

Derivatives in Cash Flow Hedging Relationships	Amount of Gain (Loss) Recognized in AOCL on Derivatives		Location of Gain (Loss) Reclassified from AOCL into Income (Expense)	Amount of Gain (Loss) Reclassified from AOCL into Income (Expense)	
	Three Months Ended September 30,			Three Months Ended September 30,	
	2022	2021		2022	2021
Interest rate swaps	\$ 15,262	\$ (117)	Interest and other financing expense, net	\$ 1,146	\$ (104)
Cross-currency swaps	—	776	Interest and other financing expense, net / Other (income) expense, net	(115)	738
Foreign currency forward contracts	—	19	Cost of sales	—	—
Total	<u>\$ 15,262</u>	<u>\$ 678</u>		<u>\$ 1,031</u>	<u>\$ 634</u>

The following table presents the pre-tax effect of the Company's derivative financial instruments electing cash flow hedge accounting on the Consolidated Statements of Operations for the three months ended of September 30, 2022 and 2021:

	Location and Amount of Gain (Loss) Recognized in the Consolidated Statements of Operations on Cash Flow Hedging Relationships					
	Three Months Ended September 30, 2022			Three Months Ended September 30, 2021		
	Cost of sales	Interest and other financing expense, net	Other expense/income, net	Cost of sales	Interest and other financing expense, net	Other expense/income, net
The effects of cash flow hedging:						
Gain (Loss) on cash flow hedging relationships						
Interest rate swaps						
Amount of gain (loss) reclassified from AOCL into income	\$ —	\$ 1,146	\$ —	\$ —	\$ (104)	\$ —
Cross-currency swaps						
Amount of (loss) gain reclassified from AOCL into income	\$ —	\$ (115)	\$ —	\$ —	\$ 41	\$ 697

The following table presents the pre-tax effect of fair value hedge accounting on AOCL for the three months ended September 30, 2022 and 2021:

Derivatives in Fair value Hedging Relationships	Amount of Gain Recognized in AOCL on Derivatives		Location of Gain Reclassified from AOCL into Income on Derivatives (Amount Excluded from Effectiveness Testing)	Amount of Gain Reclassified from AOCL into Income on Derivatives (Amount Excluded from Effectiveness Testing)	
	Three Months Ended September 30,			Three Months Ended September 30,	
	2022	2021		2022	2021
Cross-currency swaps	\$ 1,539	\$ —	Interest and other financing expense, net	\$ 123	\$ —
Total	\$ 1,539	\$ —		\$ 123	\$ —

The following table presents the pre-tax effect of the Company's derivative financial instruments electing fair value hedge accounting on the Consolidated Statements of Operations as of September 30, 2022 and 2021:

	Location and Amount of Gain Recognized in the Consolidated Statements of Operations on Fair Value Hedging Relationships					
	Three Months Ended September 30, 2022			Three Months Ended September 30, 2021		
	Cost of sales	Interest and other financing expense, net	Other expense (income), net	Cost of sales	Interest and other financing expense, net	Other expense (income), net
The effects of fair value hedging:						
Gain on fair value hedging relationships						
Cross-currency swaps						
Amount of gain reclassified from AOCL into income	\$ —	\$ 123	\$ 1,688	\$ —	\$ —	\$ —

The following table presents the pre-tax effect of the Company's net investment hedges on AOCL and the Consolidated Statements of Operations for the three months ended September 30, 2022 and 2021:

Derivatives in Net Investment Hedging Relationships	Amount of Gain Recognized in AOCL on Derivatives		Location of (Loss) Gain Recognized in Income (Expense) on Derivatives	Amount of (Loss) Gain Recognized in Income (Expense) on Derivatives	
	Three Months Ended September 30,			Three Months Ended September 30,	
	2022	2021		2022	2021
Cross-currency swaps	\$ 6,268	\$ 2,417	Interest and other financing expense, net	\$ (495)	\$ 130

Credit-Risk-Related Contingent Features

The Company has agreements with each of its derivative counterparties that contain a provision providing that upon certain defaults by the Company on any of its indebtedness, the Company could also be declared in default on its derivative obligations.

16. COMMITMENTS AND CONTINGENCIES

Securities Class Actions Filed in Federal Court

On August 17, 2016, three securities class action complaints were filed in the Eastern District of New York (the "District Court") against the Company alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. The three complaints are: (1) Flora v. The Hain Celestial Group, Inc., et al. (the "Flora Complaint"); (2) Lynn v. The Hain Celestial Group, Inc., et al. (the "Lynn Complaint"); and (3) Spadola v. The Hain Celestial Group, Inc., et al. (the "Spadola Complaint" and, together with the Flora and Lynn Complaints, the "Securities Complaints"). On June 5, 2017, the District Court issued an order for consolidation, appointment of Co-Lead Plaintiffs and approval of selection of co-lead counsel. Pursuant to this order, the Securities Complaints were consolidated under the caption In re The Hain Celestial Group, Inc. Securities Litigation (the "Consolidated Securities Action"), and Rosewood Funeral Home and Salomon Gimpel were appointed as Co-Lead Plaintiffs. On June 21, 2017, the Company received notice that plaintiff Spadola voluntarily dismissed his claims without prejudice to his ability to participate in the Consolidated Securities Action as an absent class member. The Co-Lead Plaintiffs in the Consolidated Securities Action filed a Consolidated Amended Complaint on August 4, 2017 and a Corrected Consolidated Amended Complaint on September 7, 2017 on behalf of a purported class consisting of all persons who purchased or otherwise acquired Hain Celestial securities between November 5, 2013 and February 10, 2017 (the "Amended Complaint"). The Amended Complaint named as defendants the Company and certain of its former officers (collectively, "Defendants") and asserted violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 based on allegedly materially false or misleading statements and omissions in public statements, press releases and SEC filings regarding the Company's business, prospects, financial results and internal controls. Defendants filed a motion to dismiss the Amended Complaint on October 3, 2017 which the District Court granted on March 29, 2019, dismissing the case in its entirety, without prejudice to replead. Co-Lead Plaintiffs filed a Second Amended Consolidated Class Action Complaint on May 6, 2019 (the "Second Amended Complaint"). The Second Amended Complaint again named as defendants the Company and certain of its former officers and asserts violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 based on allegations similar to those in the Amended Complaint, including materially false or misleading statements and omissions in public statements, press releases and SEC filings regarding the Company's business, prospects, financial results, and internal controls. Defendants filed a motion to dismiss the Second Amended Complaint on June 20, 2019. On April 6, 2020, the District Court granted Defendants' motion to dismiss the Second Amended Complaint in its entirety, with prejudice. Co-Lead Plaintiffs appealed the District Court's decision dismissing the Second Amended Complaint to the United States Court of Appeals for the Second Circuit (the "Second Circuit"). By decision dated December 17, 2021, the Second Circuit vacated the District Court's judgment and remanded the case for further proceedings. On April 6, 2022, the District Court issued an order directing the parties to submit position papers outlining their views regarding: (a) the scope of the Court's reconsideration of Defendants' Motion to Dismiss the Second Amended Complaint; and (b) the appropriate procedure the Court should follow in light of the Second Circuit's opinion. On April 14, 2022, the District Court entered an order setting the schedule for, and determining the scope of, supplemental briefing on Defendants' Motion to Dismiss the Second Amended Complaint. The parties submitted supplemental briefing between May 12, 2022 and June 23, 2022. In June 2022, the District Court referred Defendants' Motion to Dismiss the Second Amended Complaint to a United States Magistrate Judge (the "Magistrate Judge") for a Report and Recommendation. On November 4, 2022, the Magistrate Judge issued a Report and Recommendation recommending that the District Court grant Defendants'

Motion to Dismiss the Second Amended Complaint with prejudice. Any objections by the parties to the Report and Recommendation are due by November 18, 2022.

Additional Stockholder Class Action and Derivative Complaints Filed in Federal Court

On April 19, 2017 and April 26, 2017, two class action and stockholder derivative complaints were filed in the Eastern District of New York against the former Board of Directors and certain former officers of the Company under the captions *Silva v. Simon, et al.* (the “Silva Complaint”) and *Barnes v. Simon, et al.* (the “Barnes Complaint”), respectively. Both the Silva Complaint and the Barnes Complaint allege violation of securities law, breach of fiduciary duty, waste of corporate assets and unjust enrichment.

On May 23, 2017, an additional stockholder filed a complaint under seal in the Eastern District of New York against the former Board of Directors and certain former officers of the Company. The complaint alleged that the Company’s former directors and certain former officers made materially false and misleading statements in press releases and SEC filings regarding the Company’s business, prospects and financial results. The complaint also alleged that the Company violated its by-laws and Delaware law by failing to hold its 2016 Annual Stockholders Meeting and includes claims for breach of fiduciary duty, unjust enrichment and corporate waste. On August 9, 2017, the District Court granted an order to unseal this case and reveal Gary Merenstein as the plaintiff (the “Merenstein Complaint”).

On August 10, 2017, the District Court granted the parties’ stipulation to consolidate the Barnes Complaint, the Silva Complaint and the Merenstein Complaint under the caption *In re The Hain Celestial Group, Inc. Stockholder Class and Derivative Litigation* (the “Consolidated Stockholder Class and Derivative Action”) and to appoint Robbins Arroyo LLP and Scott+Scott as Co-Lead Counsel, with the Law Offices of Thomas G. Amon as Liaison Counsel for Plaintiffs. On September 14, 2017, a related complaint was filed under the caption *Oliver v. Berke, et al.* (the “Oliver Complaint”), and on October 6, 2017, the Oliver Complaint was consolidated with the Consolidated Stockholder Class and Derivative Action. The Plaintiffs filed their consolidated amended complaint under seal on October 26, 2017. On December 20, 2017, the parties agreed to stay Defendants’ time to answer, move, or otherwise respond to the consolidated amended complaint through and including 30 days after a decision was rendered on the motion to dismiss the Amended Complaint in the Consolidated Securities Action, described above.

On March 29, 2019, the District Court in the Consolidated Securities Action granted Defendants’ motion, dismissing the Amended Complaint in its entirety, without prejudice to replead. Co-Lead Plaintiffs in the Consolidated Securities Action filed the Second Amended Complaint on May 6, 2019. The parties to the Consolidated Stockholder Class and Derivative Action agreed to continue the stay of Defendants’ time to answer, move, or otherwise respond to the consolidated amended complaint through 30 days after a decision on Defendants’ motion to dismiss the Second Amended Complaint in the Consolidated Securities Action.

On April 6, 2020, the District Court granted Defendants’ motion to dismiss the Second Amended Complaint in the Consolidated Securities Action, with prejudice. Pursuant to the terms of the stay, Defendants in the Consolidated Stockholder Class and Derivative Action had until May 6, 2020 to answer, move, or otherwise respond to the complaint in this matter. This deadline was extended, and Defendants moved to dismiss the Consolidated Stockholder Class and Derivative Action Complaint on June 23, 2020, with Plaintiffs’ opposition due August 7, 2020.

On July 24, 2020, Plaintiffs made a stockholder litigation demand on the current Board containing overlapping factual allegations to those set forth in the Consolidated Stockholder Class and Derivative Action. On August 10, 2020, the District Court vacated the briefing schedule on Defendants’ pending motion to dismiss in order to give the Board of Directors time to consider the demand. On each of September 8 and October 8, 2020, the District Court extended its stay of any applicable deadlines for 30 days to give the Board of Directors additional time to complete its evaluation of the demand. On November 3, 2020, Plaintiffs were informed that the Board of Directors had finished investigating and resolved, among other things, that the demand should be rejected. On November 6, 2020, Plaintiffs and Defendants notified the District Court that Plaintiffs were evaluating the rejection of the demand, sought certain additional information and were assessing next steps, and requested that the District Court extend the stay for an additional 30 days, to on or around December 7, 2020. The Parties then filed a number of additional joint status reports, requesting that the District Court continue the stay of applicable deadlines through December 30, 2021. In light of the Second Circuit vacating the District Court’s judgment in the Consolidated Securities Action referenced above and remanding the case for further proceedings, the Parties submitted a joint status report on December 29, 2021 requesting that the District Court continue the temporary stay pending the District Court’s reconsideration of the Defendants’ motion to dismiss the Second Amended Complaint in the Consolidated Securities Action. The District Court has extended the temporary stay through December 30, 2022.

Baby Food Litigation

Since February 2021, the Company has been named in numerous consumer class actions alleging that the Company's Earth's Best baby food products (the "Products") contain unsafe and undisclosed levels of various naturally occurring heavy metals, namely lead, arsenic, cadmium and mercury. Those actions have now been transferred and consolidated as a single lawsuit in the U.S. District Court for the Eastern District of New York captioned *In re Hain Celestial Heavy Metals Baby Food Litigation*, Case No. 2:21-cv-678 (the "Consolidated Proceeding"), which generally alleges that the Company violated various state consumer protection laws and asserts other state and common law warranty and unjust enrichment claims related to the alleged failure to disclose the presence of these metals, arguing that consumers would have either not purchased the Products or would have paid less for them had the Company made adequate disclosures. The Court appointed interim class counsel for Plaintiffs in the Consolidated Proceeding, and Plaintiffs filed a Consolidated Amended Class Action Complaint on March 18, 2022. The Company intends to file a motion to dismiss the Consolidated Amended Class Action Complaint, and its motion to dismiss is due on November 7, 2022. One consumer class action is pending in New York Supreme Court, Nassau County. The Company has moved to stay or transfer this case to the Consolidated Proceeding and that motion is pending. The Company denies the allegations in these lawsuits and contends that its baby foods are safe and properly labeled.

The claims raised in these lawsuits were brought in the wake of a highly publicized report issued by the U.S. House of Representatives Subcommittee on Economic and Consumer Policy on Oversight and Reform, dated February 4, 2021 (the "House Report"), addressing the presence of heavy metals in baby foods made by certain manufacturers, including the Company. Since the publishing of the House Report, the Company has also received information requests with respect to the advertising and quality of its baby foods from certain governmental authorities, as such authorities investigate the claims made in the House Report. The Company is fully cooperating with these requests and is providing documents and other requested information. The Company has been named in one civil government enforcement action, *State of New Mexico ex rel. Balderas v. Nurture, Inc., et al.*, which was filed by the New Mexico Attorney General against the Company and several other manufacturers based on the alleged presence of heavy metals in their baby food products. The Company and several other manufacturers moved to dismiss the New Mexico Attorney General's lawsuit, which motion the Court denied. The Company filed its answer to the New Mexico Attorney General's amended complaint on April 23, 2022. The Company denies the New Mexico Attorney General's allegations and maintains that its baby foods are safe, properly labeled, and compliant with New Mexico law.

In addition to the consumer class actions discussed above, the Company is currently named in five lawsuits in state and federal courts alleging some form of personal injury from the ingestion of the Company's Products, purportedly due to unsafe and undisclosed levels of various naturally occurring heavy metals. Three of these lawsuits name multiple plaintiffs alleging claims of physical injuries. These lawsuits generally allege injuries related to neurological development disorders such as autism and attention deficit hyperactivity disorder. In the matter, *Palmquist et al., v. The Hain Celestial Group, Inc.*, pending in U.S. District Court, Southern District of Texas, the Court has set a trial date of February 6, 2023, while the Company awaits decisions on dispositive motions. In the matter, *NC v. The Hain Celestial Group, et al.*, pending in Superior Court for the State of California, County of Los Angeles, the Court has set a trial date of May 2, 2023. The Company denies that its Products led to any of the alleged injuries and will defend these cases vigorously.

Other

In addition to the litigation described above, the Company is and may be a defendant in lawsuits from time to time in the normal course of business.

With respect to all litigation and related matters, the Company records a liability when the Company believes it is probable that a liability has been incurred and the amount can be reasonably estimated. For the matters disclosed in this note, if the Company determines that a liability is probable and the loss can be reasonably estimated, the Company discloses the liability recorded. As of the end of the period covered by this report, the Company has not recorded a liability for any of the matters disclosed in this note. It is possible that some matters could require the Company to pay damages, incur other costs or establish accruals in amounts that could not be reasonably estimated as of the end of the period covered by this report.

17. SEGMENT INFORMATION

Our organization structure consists of two geographic based reportable segments: North America and International. Our North America reportable segment consists of the United States and Canada as operating segments. Our International reportable segment is comprised of three operating segments: United Kingdom, Ella's Kitchen UK, and Europe. This structure is in line with how our Chief Operating Decision Maker ("CODM") assesses our performance and allocates resources.

We use segment net sales and operating income to evaluate performance and to allocate resources. We believe these measures are most relevant in order to analyze segment results and trends. Segment operating income excludes certain general corporate expenses (which are a component of selling, general and administrative expenses), impairment and acquisition related expenses, restructuring, integration, and other charges.

The following tables set forth financial information about each of the Company's reportable segments. Transactions between reportable segments were insignificant for all periods presented.

	Three Months Ended September 30,	
	2022	2021
Net Sales:		
North America	\$ 288,396	\$ 265,525
International	150,955	189,378
	<u>\$ 439,351</u>	<u>\$ 454,903</u>
Operating Income (Loss):		
North America	\$ 24,445	\$ 16,842
International	7,675	24,069
	<u>32,120</u>	<u>40,911</u>
Corporate and Other ^(a)	(16,297)	(15,364)
	<u>\$ 15,823</u>	<u>\$ 25,547</u>

^(a) In addition to general Corporate and Other expenses as described above, for the three months ended September 30, 2022, Corporate and Other included \$94 of Productivity and transformation costs. For the three months ended September 30, 2021, Corporate and Other included \$2,057 of Productivity and transformation costs.

The Company's net sales by product category⁽¹⁾ are as follows:

	Three Months Ended September 30,	
	2022	2021
Growth	324,478	333,104
Fuel	95,726	97,254
Simplify	19,147	24,545
Total	<u>\$ 439,351</u>	<u>\$ 454,903</u>

⁽¹⁾The Growth brands consist of our Turbocharge and Targeted Investment categories, which together are comprised of snacks, tea, baby, yogurt, plant-based meat, non-dairy beverages and personal care. The Fuel brands are pantry brands in categories such as soup, cooking oils and nut butters. The Simplify brands include all other brands.

The Company's net sales by geographic region, which are generally based on the location of the Company's subsidiaries, were as follows:

	Three Months Ended September 30,	
	2022	2021
United States	\$ 259,508	\$ 233,487
United Kingdom	109,160	123,748
All Other	70,683	97,668
Total	<u>\$ 439,351</u>	<u>\$ 454,903</u>

The Company's long-lived assets, which represent net property, plant and equipment and operating lease right-of-use assets, were as follows by geographic area:

	September 30,	June 30,
	2022	2022
United States	\$ 186,865	\$ 182,038
United Kingdom	121,867	133,213
All Other	88,325	96,845
Total	<u>\$ 397,057</u>	<u>\$ 412,096</u>

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

This Management’s Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the Consolidated Financial Statements and the related Notes thereto for the period ended September 30, 2022 contained in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the fiscal year ended June 30, 2022. Forward-looking statements in this Form 10-Q are qualified by the cautionary statement included in this Form 10-Q under the sub-heading “Forward-Looking Statements” in the introduction of this Form 10-Q.

Overview

The Hain Celestial Group, Inc., a Delaware corporation (collectively, along with its subsidiaries, the “Company,” and herein referred to as “Hain Celestial,” “we,” “us” and “our”), was founded in 1993 and is headquartered in Lake Success, New York. The Company’s mission has continued to evolve since its founding, with health and wellness being the core tenet. The Company continues to be a leading marketer, manufacturer, and seller of organic and natural, “better-for-you” products by anticipating and exceeding consumer expectations in providing quality, innovation, value and convenience. The Company is committed to growing sustainably while continuing to implement environmentally sound business practices and manufacturing processes. Hain Celestial sells its products through specialty and natural food distributors, supermarkets, natural food stores, mass-market and e-commerce retailers, food service channels and club, drug, and convenience stores in over 75 countries worldwide.

The Company manufactures, markets, distributes, and sells organic and natural products, providing consumers with the opportunity to lead A Healthier Way of Life[®]. The Company’s food and beverage brands include Celestial Seasonings[®], Clarks[™], Cully & Sully[®], Earth’s Best[®], Ella’s Kitchen[®], Frank Cooper’s[®], Garden of Eatin’[®], Hartley’s[®], Health Valley[®], Imagine[®], Joya[®], Lima[®], Linda McCartney’s[®] (under license), MaraNatha[®], Natumi[®], New Covent Garden Soup Co.[®], ParmCrisps[®], Robertson’s[®], Rose’s[®] (under license), Sensible Portions[®], Spectrum[®], Sun-Pat[®], Terra[®], The Greek Gods[®], Thinsters[®], Yorkshire Provender[®] and Yves Veggie Cuisine[®]. The Company’s personal care brands include Alba Botanica[®], Avalon Organics[®], JASON[®], Live Clean[®] and Queen Helene[®].

In fiscal year 2022, the Company announced its “Hain 3.0” long-term strategy, to support the Company’s continued evolution to position the Company to be a global health and wellness company with industry-leading topline growth. The drivers of growth for Hain 3.0, which the Company intends to fund through productivity initiatives, are:

- Distribution,
- Innovation, and
- Marketing.

We have re-segmented the brand portfolio with a more global view to where we have the most growth potential. As a result, we have migrated from a strategy focused on rejuvenating North America behind a construct of “Get Bigger” and “Get Better” brand categories to one that focuses on growing global brands in categories where we think we have the most potential. The categories we have identified are called Growth and Fuel:

- The Growth category includes Turbocharge brands and Targeted Investment brands. Turbocharge brands are leading-share brands in categories that we believe provide the most opportunity for growth. The Targeted Investment brands are made up of leading-share brands in lower-growth categories. The Growth category consists of our brands in snacks, tea, baby, yogurt, plant-based meat, non-dairy beverages and personal care.
- The Fuel brands are stable brands that will be leveraged to fuel investment in the Growth brands. The Fuel brands are premium pantry brands with scale, in categories such as soup, cooking oils and nut butters.

We are establishing the foundation and the tools to deliver Hain 3.0 by stabilizing our business, delivering strong margin improvement and continuing to grow our net sales. Additionally, as part of Hain 3.0, we plan to continue to simplify our brand portfolio as we continue to identify brands that are declining and have low margins, which we refer to as Simplify brands. We view Simplify brands to be subscale declining businesses that have limited long-term potential for the Company, and therefore expect to manage such brands for profit until they are potentially divested, likely over the course of the next several years. We see momentum in our Growth brands and believe that we are well-positioned for the long term. As Hain 3.0 progresses, acquisitions are expected to play a role to help us strengthen our position in our priority categories.

Supply Chain Disruptions and Higher Costs

We continue to experience disruption in our supply chain network, including the supply of certain ingredients, packaging, and other sourced materials, which has resulted in higher costs, including escalating transportation and other supply chain costs. Both the disruptions and higher costs have resulted in higher inventory levels. We expect this higher cost environment to continue, although we expect these higher costs to be partially mitigated by pricing actions we have implemented to date and further pricing actions that we plan to implement in fiscal year 2023. It is possible that more significant disruptions to our supply chain could occur.

Russia-Ukraine War

Although we have no material assets in Russia, Belarus or Ukraine, our supply chain was adversely impacted by the Russia-Ukraine war during the fiscal year ended June 30, 2022 and the quarter ended September 30, 2022, and we continue to face other challenges and risks arising from the war. In particular, the war has added significant costs to existing inflationary pressures through increased energy, fuel, and raw material prices. Further, beyond increased costs, labor challenges and other factors have led to supply chain disruptions. While, to date, we have been able to identify replacement raw materials where necessary, we have incurred increased costs in doing so. For example, the supply of sunflower oil has become constrained, compelling us to identify and procure alternative oils. The war has also negatively impacted consumer sentiment, particularly in Europe, with some consumers shifting to lower-priced products, which has somewhat affected demand for our products. Additionally, we face increased cybersecurity risks, as companies based in the United States and its allied countries have become targets of malicious cyber activity. While we are continuing to monitor and manage the impacts of the war on our business, the extent to which the Russia-Ukraine war and the related economic impact may affect our financial condition or results of operations remains uncertain.

COVID-19

The COVID-19 pandemic continues to contribute to challenging and unprecedented conditions. Challenges exacerbated by the ongoing effects of the pandemic include but are not limited to:

- manufacturing and supply chain challenges, including labor market shortages;
- a shifting demand environment as a result of changing consumer behaviors amid uncertain economic conditions; and
- increased costs of operating our business and managing our supply chain.

If we are unable to successfully manage our business through the continued challenges and uncertainty related to the COVID-19 pandemic, our business and operating results could be materially adversely affected.

Acquisition

On December 28, 2021, the Company acquired all outstanding stock of Proven Brands, Inc. (and its subsidiary That's How We Roll LLC) and KTB Foods Inc., collectively doing business as "That's How We Roll" ("THWR"), the producer and marketer of ParmCrisps® and Thinsters®. See Note 4, *Acquisitions and Dispositions*, in the Notes to the Consolidated Financial Statements included in Part II, Item 8 of Form 10-K for additional details.

Comparison of Three Months Ended September 30, 2022 to Three Months Ended September 30, 2021

Consolidated Results

The following table compares our results of operations, including as a percentage of net sales, on a consolidated basis, for the three months ended September 30, 2022 and 2021 (amounts in thousands, other than per share data and percentages, which may not add due to rounding):

	Three Months Ended				Change in	
	September 30, 2022		September 30, 2021		Dollars	Percentage
Net sales	\$ 439,351	100.0%	\$ 454,903	100.0%	\$ (15,552)	(3.4)%
Cost of sales	345,016	78.5%	349,485	76.8%	(4,469)	(1.3)%
Gross profit	94,335	21.5%	105,418	23.2%	(11,083)	(10.5)%
Selling, general and administrative expenses	74,951	17.1%	73,989	16.3%	962	1.3%
Amortization of acquired intangible assets	2,788	0.6%	2,095	0.5%	693	33.1%
Productivity and transformation costs	773	0.2%	3,983	0.9%	(3,210)	(80.6)%
Proceeds from insurance claim	—	—%	(196)	—%	196	(100.0)%
Operating income	15,823	3.6%	25,547	5.6%	(9,724)	(38.1)%
Interest and other financing expense, net	7,677	1.7%	1,856	0.4%	5,821	313.6%
Other income, net	(1,790)	(0.4)%	(788)	(0.2)%	(1,002)	127.2%
Income from operations before income taxes and equity in net loss (income) of equity-method investees	9,936	2.3%	24,479	5.4%	(14,543)	(59.4)%
Provision for income taxes	2,631	0.6%	4,542	1.0%	(1,911)	(42.1)%
Equity in net loss of equity-method investees	382	0.1%	526	0.1%	(144)	(27.4)%
Net income	\$ 6,923	1.6%	\$ 19,411	4.3%	\$ (12,488)	(64.3)%
Adjusted EBITDA	\$ 36,029	8.2%	\$ 47,316	10.4%	\$ (11,287)	(23.9)%
Diluted net income per common share	\$ 0.08		\$ 0.20		\$ (0.12)	(60.0)%

Net Sales

Net sales for the three months ended September 30, 2022 were \$439.4 million, a decrease of \$15.6 million, or 3.4%, as compared to \$454.9 million in the three months ended September 30, 2021. On a constant currency basis, adjusted for the impact of acquisitions, divestitures and discontinued brands, net sales decreased approximately \$3.8 million, or 0.8%, from the prior year quarter due to a decline in the International reportable segment, partially offset by growth in the North America reportable segment. Further details of changes in net sales by segment are provided below in the *Segment Results* section.

Gross Profit

Gross profit for the three months ended September 30, 2022 was \$94.3 million, a decrease of \$11.1 million, or 10.5%, as compared to the prior year quarter. Additionally, gross profit margin of 21.5% was lower when compared with 23.2% in the prior year quarter. The decrease in gross profit was driven primarily by the International reportable segment, mainly due to lower net sales in the United Kingdom and Europe operating segments, higher energy and supply chain costs, as well as under absorption of overhead costs at our manufacturing facilities when compared to the prior year period. The North America reportable segment had an increase in gross profit mainly driven by top-line sales due to pricing increases and cost improvements driven by higher productivity, partly offset by inflation and lower net sales in the Canada operating segment when compared with the prior year quarter.

Selling, General and Administrative Expenses

Selling, general and administrative expenses were \$75.0 million for the three months ended September 30, 2022, an increase of \$1.0 million, or 1.3%, from \$74.0 million for the prior year quarter. The increase was primarily driven by the North America reportable segment and Corporate, with the United States operating segment accounting for the increase in the North America reportable segment due to the acquisition of THWR. The increase was partially offset by a decrease in selling expenses primarily in the International reportable segment as well as efficiencies gained from the Company's productivity and transformation initiatives.

Amortization of Acquired Intangible Assets

Amortization of acquired intangibles was \$2.8 million for the three months ended September 30, 2022, an increase of \$0.7 million from \$2.1 million in the prior year quarter due to the acquisition of THWR in the second quarter of the prior fiscal year.

Productivity and Transformation Costs

Productivity and transformation costs were \$0.8 million for the three months ended September 30, 2022, a decrease of \$3.2 million from \$4.0 million in the prior year quarter. The decrease was primarily due to reduced spending related to productivity and transformation initiatives as the current transformation effort approaches its conclusion.

Operating Income

Operating income for the three months ended September 30, 2022 was \$15.8 million compared to \$25.5 million in the prior year quarter as a result of the items described above.

Interest and Other Financing Expense, Net

Interest and other financing expense, net totaled \$7.7 million for the three months ended September 30, 2022, an increase of \$5.8 million, or 313.6%, from \$1.9 million in the prior year quarter. The increase resulted primarily from a higher outstanding debt balance driven primarily by the acquisition of THWR in the second quarter of the prior fiscal year as well as share repurchase activity during fiscal 2022. The increase is also attributable to higher borrowing rates compared to the prior year quarter. See Note 9, *Debt and Borrowings*, in the Notes to the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Other Income, Net

Other income, net totaled \$1.8 million for the three months ended September 30, 2022, compared to \$0.8 million in the prior year quarter. The change was primarily attributable to higher unrealized foreign currency gains, partially offset by lower gain on sale of business.

Income from Operations Before Income Taxes and Equity in Net Loss of Equity-Method Investees

Income from operations before income taxes and equity in net loss of our equity-method investees for the three months ended September 30, 2022 was \$9.9 million compared to \$24.5 million in the prior year quarter. The decrease was due to the items discussed above.

Provision for Income Taxes

The provision for income taxes includes federal, foreign, state and local income taxes. Our income tax expense was \$2.6 million for the three months ended September 30, 2022 compared to \$4.5 million in the prior year quarter.

The effective income tax rate was an expense of 26.5% and 18.6% for the three months ended September 30, 2022 and 2021, respectively. The effective income tax rate for the three months ended September 30, 2022 increased due to tax expense related to stock-based compensation and uncertain tax positions. The effective income tax rate for the three months ended September 30, 2021 was mainly decreased due to the reversal of uncertain tax position accruals based on filing and approval of certain elections by the tax authorities. The effective income tax rates in each period were also impacted by the geographical mix of earnings and state income taxes.

Equity in Net Loss of Equity-Method Investees

Our equity in net loss from our equity-method investments for the three months ended September 30, 2022 was a loss of \$0.4 million compared to \$0.5 million in the prior year quarter. See Note 13, *Investments*, in the Notes to the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Net Income

Net income for the three months ended September 30, 2022 was \$6.9 million, or \$0.08 per diluted share, compared to \$19.4 million, or \$0.20 per diluted share, in the prior year quarter. The decrease was attributable to the factors noted above.

Adjusted EBITDA

Our Adjusted EBITDA was \$36.0 million and \$47.3 million for the three months ended September 30, 2022 and 2021, respectively, as a result of the factors discussed above and the adjustments described in the *Reconciliation of Non-U.S. GAAP Financial Measures to U.S. GAAP Measures* presented following the discussion of our results of operations. On a constant currency basis, adjusted EBITDA decreased by \$8.7 million, or 18.3%, from \$47.3 million for the three months ended September 30, 2021 to \$38.6 million for the three months ended September 30, 2022.

Segment Results

The following table provides a summary of net sales and operating income (loss) by reportable segment for the three months ended September 30, 2022 and 2021:

<i>(dollars in thousands)</i>	North America	International	Corporate and Other	Consolidated
<u>Net sales</u>				
Three months ended 9/30/22	\$ 288,396	\$ 150,955	\$ —	\$ 439,351
Three months ended 9/30/21	265,525	189,378	—	454,903
\$ change	\$ 22,871	\$ (38,423)	n/a	\$ (15,552)
% change	8.6 %	(20.3)%	n/a	(3.4)%
<u>Operating income (loss)</u>				
Three months ended 9/30/22	\$ 24,445	\$ 7,675	\$ (16,297)	\$ 15,823
Three months ended 9/30/21	16,842	24,069	(15,364)	25,547
\$ change	\$ 7,603	\$ (16,394)	\$ (933)	\$ (9,724)
% change	45.1 %	(68.1)%	6.1 %	(38.1)%
<u>Operating income margin</u>				
Three months ended 9/30/22	8.5 %	5.1 %	n/a	3.6 %
Three months ended 9/30/21	6.3 %	12.7 %	n/a	5.6 %

North America

Our net sales in the North America reportable segment for the three months ended September 30, 2022 were \$288.4 million, an increase of \$22.9 million, or 8.6%, from net sales of \$265.5 million in the prior year quarter. On a constant currency basis, adjusted for the impact of the THWR acquisition and divestitures, net sales increased by 3.4%. In the United States operating segment, adjusted sales were higher compared to the prior year quarter mainly due to stronger sales in snacks, yogurt, baby, and other product categories. In the Canada operating segment, adjusted sales decreased compared to the prior year quarter primarily due to lower sales in personal care product categories. Operating income in North America for the three months ended September 30, 2022 was \$24.4 million, an increase of \$7.6 million from \$16.8 million in the prior year quarter. The increase in operating income was mainly driven by top-line sales due to pricing increases and cost improvements driven by higher productivity, partly offset by inflation and lower net sales in the Canada operating segment when compared with the prior year quarter.

International

Our net sales in the International reportable segment for the three months ended September 30, 2022 were \$151.0 million, a decrease of \$38.4 million, or 20.3%, from net sales of \$189.4 million in the prior year quarter. On a constant currency basis, net sales decreased 6.7% from the prior year quarter primarily due to a decline in sales in the Europe operating segment, partially offset by an increase in sales in the Ella's Kitchen UK and United Kingdom operating segments. The net sales decrease in the Europe operating segment was primarily due to the loss of a large non-dairy co-manufacturing customer. The net sales increase in the United Kingdom operating segment was due to higher sales of private label grocery items. Operating income in our International reportable segment for the three months ended September 30, 2022 was \$7.7 million, a decrease of \$16.4 million from operating income of \$24.1 million for the three months ended September 30, 2021. Operating income was lower in the current quarter when compared to the prior year quarter mainly due to lower gross profit resulting from a decline in sales, higher energy and supply chain costs, as well as under absorption of overhead costs at our manufacturing facilities.

Corporate and Other

Our Corporate and Other category consists of expenses related to the Company's centralized administrative functions, which do not specifically relate to an operating segment. Such Corporate and Other expenses are comprised mainly of compensation and related expenses of certain of the Company's senior executive officers and other employees who perform duties related to our entire enterprise as well as expenses for certain professional fees, acquisition and divestiture transaction costs, facilities, and other items which benefit the Company as a whole. Our operating loss in Corporate and Other for the three months ended September 30, 2022 was \$16.3 million, an increase of \$0.9 million, from operating loss of \$15.4 million for the three months ended September 30, 2021. This change was primarily due to higher general and administrative expenses mainly on account of higher salaries, wages, and benefits.

Refer to Note 17, *Segment Information*, in the Notes to the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Liquidity and Capital Resources

We finance our operations and growth primarily with the cash flows we generate from our operations and from borrowings available to us under our Credit Agreement (as defined below). We believe that our cash flows and borrowing capacity under our Credit Agreement will be adequate to meet anticipated operating and other expenditures for the foreseeable future.

On December 22, 2021, the Company refinanced its revolving credit facility by entering into a Fourth Amended and Restated Credit Agreement (the "Credit Agreement"). The Credit Agreement provides for senior secured financing of \$1,100.0 million in the aggregate, consisting of (1) \$300.0 million in aggregate principal amount of term loans (the "Term Loans") and (2) an \$800.0 million senior secured revolving credit facility (which includes borrowing capacity available for letters of credit, and is comprised of a \$440.0 million U.S. revolving credit facility and \$360.0 million global revolving credit facility) (the "Revolver"). Both the Revolver and the Term Loans mature on December 22, 2026.

In addition to obligations under the Credit Agreement, we are party to other contractual obligations involving commitments to make payments to third parties, including purchase commitments and lease obligations, which impact our short-term and long-term liquidity and capital resource needs. See Note 7, *Leases*

Our cash and cash equivalents balance decreased \$13.7 million at September 30, 2022 to \$51.8 million as compared to \$65.5 million at June 30, 2022. Our working capital was \$336.4 million at September 30, 2022, an increase of \$7.4 million from \$329.0 million at the end of fiscal 2022. Additionally, our total debt increased by \$10.1 million at September 30, 2022 to \$898.8 million as compared to \$888.6 million at June 30, 2022 as a result of increased net borrowings to manage working capital. As of September 30, 2022, \$188.2 million was available under the Credit Agreement as compared to \$204.0 million available as of June 30, 2022. The Company was in compliance with all covenants at September 30, 2022.

Our cash balances are held in the United States, United Kingdom, Canada, Europe, Middle East, and India. As of September 30, 2022, substantially all of the total cash balance from operations was held outside of the United States.

We maintain our cash and cash equivalents primarily in money market funds or their equivalent. As of September 30, 2022, all of our investments were expected to mature in less than three months. Accordingly, we do not believe that our investments have significant exposure to interest rate risk. Cash provided by (used in) operating, investing, and financing activities is summarized below.

<i>(amounts in thousands)</i>	Three Months Ended September 30,		Change in Dollars
	2022	2021	
Cash flows (used in) provided by:			
Operating activities	\$ (5,116)	\$ 37,586	\$ (42,702)
Investing activities	(6,928)	(18,054)	11,126
Financing activities	9,824	(63,515)	73,339
Decrease in cash and cash equivalents	(2,220)	(43,983)	41,763
Effect of exchange rate changes on cash and cash equivalents	(11,498)	(2,926)	(8,572)
Net decrease in cash and cash equivalents	<u>\$ (13,718)</u>	<u>\$ (46,909)</u>	<u>\$ 33,191</u>

Cash used in operating activities was \$5.1 million for the three months ended September 30, 2022, a decrease of \$42.7 million from cash provided by operating activities of \$37.6 million in the prior year period. This decrease versus the prior year period resulted primarily from lower cash generation of \$31.4 million from our working capital accounts which was mainly due to higher inventory balance and lower accounts payable and reduction of \$11.4 million in net income adjusted for non-cash charges in the current period.

Cash used in investing activities was \$6.9 million for the three months ended September 30, 2022, a decrease of \$11.1 million from \$18.1 million in the prior year period primarily due to lower capital expenditure in the current period due to phasing of capital projects. During the three months ended September 30, 2022, \$7.2 million of capital expenditures were incurred on account of capital projects primarily related to the United States and the United Kingdom operating segments.

Cash provided by financing activities was \$9.8 million for the three months ended September 30, 2022, an increase in cash provided of \$73.3 million compared to \$63.5 million of cash used in the prior year period. The increase in cash provided by financing activities was primarily due to no share repurchases under our repurchase program during the three months ended September 30, 2022.

Operating Free Cash Flows

Our operating free cash flows were negative \$12.3 million for the three months ended September 30, 2022, a decrease of \$32.1 million from \$19.8 million in the three months ended September 30, 2021. This decrease versus the prior year period resulted primarily from a decrease in cash flows from operations of \$42.7 million driven by the reasons explained above. The decrease was partially offset by \$10.6 million due to lower property, plant and equipment purchases in the current period. See Reconciliation of Non-U.S. GAAP Financial Measures to U.S. GAAP Measures following the discussion of our results of operations for definitions and a reconciliation from our net cash provided by operating activities to operating free cash flows.

Share Repurchase Program

In January 2022, the Company's Board of Directors authorized the repurchase of up to \$200.0 million of the Company's issued and outstanding common stock. Repurchases may be made from time to time in the open market, pursuant to pre-set trading plans, in private transactions or otherwise. The current 2022 authorization does not have a stated expiration date. The extent to which the Company repurchases its shares and the timing of such repurchases will depend upon market conditions and other corporate considerations. During the three months ended September 30, 2022, the Company repurchased no shares under the repurchase program. As of September 30, 2022, the Company had \$173.5 million of remaining authorization under the share repurchase program.

Reconciliation of Non-U.S. GAAP Financial Measures to U.S. GAAP Measures

We have included in this report measures of financial performance that are not defined by U.S. GAAP. We believe that these measures provide useful information to investors and include these measures in other communications to investors.

For each of these non-U.S. GAAP financial measures, we are providing below a reconciliation of the differences between the non-U.S. GAAP measure and the most directly comparable U.S. GAAP measure, an explanation of why our management and

Board of Directors believe the non-U.S. GAAP measure provides useful information to investors and any additional purposes for which our management and Board of Directors use the non-U.S. GAAP measures. These non-U.S. GAAP measures should be viewed in addition to, and not in lieu of, the comparable U.S. GAAP measures.

Net Sales - Constant Currency Presentation

We believe that net sales adjusted for the impact of foreign currency provides useful information to investors because it provides transparency to underlying performance in our consolidated net sales by excluding the effect that foreign currency exchange rate fluctuations have on year-to-year comparability given the volatility in foreign currency exchange markets. To present net sales adjusted for the impact of foreign currency, current period net sales for entities reporting in currencies other than the U.S. Dollar are translated into U.S. Dollars at the average monthly exchange rates in effect during the corresponding period of the prior fiscal year, rather than at the actual average monthly exchange rate in effect during the current period of the current fiscal year. As a result, the foreign currency impact is equal to the current year results in local currencies multiplied by the change in average foreign currency exchange rate between the current fiscal period and the corresponding period of the prior fiscal year.

Net Sales - Adjusted for the Impact of Acquisitions, Divestitures and Discontinued Brands

We also exclude the impact of acquisitions, divestitures and discontinued brands when comparing net sales to prior periods, which results in the presentation of certain non-U.S. GAAP financial measures. The Company's management believes that excluding the impact of acquisitions, divestitures and discontinued brands when presenting period-over-period results of net sales aids in comparability.

To present net sales adjusted for the impact of acquisitions, the net sales of an acquired business are excluded from fiscal quarters constituting or falling within the current period and prior period where the applicable fiscal quarter in the prior period did not include the acquired business for the entire quarter. To present net sales adjusted for the impact of divestitures and discontinued brands, the net sales of a divested business or discontinued brand are excluded from all periods.

A reconciliation between reported net sales and net sales adjusted for the impact of foreign currency, acquisitions, divestitures and discontinued brands is as follows:

<i>(amounts in thousands)</i>	North America	International	Hain Consolidated
Net sales - Three months ended September 30, 2022	\$ 288,396	\$ 150,955	\$ 439,351
Acquisitions, divestitures, and discontinued brands	(16,006)	—	(16,006)
Impact of foreign currency exchange	1,068	25,786	26,854
Net sales on a constant currency basis adjusted for acquisitions, divestitures and discontinued brands - Three months ended September 30, 2022	\$ 273,458	\$ 176,741	\$ 450,199
Net sales - Three months ended September 30, 2021	\$ 265,525	\$ 189,378	\$ 454,903
Divestitures and discontinued brands	(949)	—	(949)
Net sales adjusted for divestitures and discontinued brands - Three months ended September 30, 2021	\$ 264,576	\$ 189,378	\$ 453,954
Net sales growth (decline)	8.6 %	(20.3)%	(3.4)%
Impact of acquisitions, divestitures, and discontinued brands	(5.6)%	— %	(3.3)%
Impact of foreign currency exchange	0.4 %	13.6 %	5.9 %
Net sales growth (decline) on a constant currency basis adjusted for acquisitions, divestitures and discontinued brands	3.4 %	(6.7)%	(0.8)%

Adjusted EBITDA

Adjusted EBITDA is defined as net income before net interest expense, income taxes, depreciation and amortization, equity in net loss (income) of equity-method investees, stock-based compensation, net, unrealized currency gains and losses, litigation and related costs, plant closure related costs, net, productivity and transformation costs, warehouse and manufacturing

consolidation and other costs, costs associated with acquisitions, divestitures and other transactions, gains or losses on sales of assets and businesses, inventory write-downs, impairment of long-lived assets and intangibles and other adjustments. The Company's management believes that this presentation provides useful information to management, analysts and investors regarding certain additional financial and business trends relating to its results of operations and financial condition. In addition, management uses this measure for reviewing the financial results of the Company and as a component of performance-based executive compensation. Adjusted EBITDA is a non-U.S. GAAP measure and may not be comparable to similarly titled measures reported by other companies.

We do not consider Adjusted EBITDA in isolation or as an alternative to financial measures determined in accordance with U.S. GAAP. The principal limitation of Adjusted EBITDA is that it excludes certain expenses and income that are required by U.S. GAAP to be recorded in our consolidated financial statements. In addition, Adjusted EBITDA is subject to inherent limitations as this metric reflects the exercise of judgment by management about which expenses and income are excluded or included in determining Adjusted EBITDA. In order to compensate for these limitations, management presents Adjusted EBITDA in connection with U.S. GAAP results.

A reconciliation of net income to Adjusted EBITDA is as follows:

<i>(amounts in thousands)</i>	Three Months Ended September 30,	
	2022	2021
Net income	\$ 6,923	\$ 19,411
Depreciation and amortization	11,970	10,855
Equity in net loss of equity-method investees	382	526
Interest expense, net	7,279	1,146
Provision for income taxes	2,631	4,542
Stock-based compensation, net	3,994	4,287
Unrealized currency gains	(1,711)	(1,023)
Litigation and related costs		
Litigation expenses	2,463	1,956
Proceeds from insurance claim	—	(196)
Restructuring activities		
Plant closure related costs, net	(2)	996
Productivity and transformation costs	773	3,204
Warehouse/manufacturing consolidation and other costs	—	2,289
Acquisitions, divestitures and other		
Transaction and integration costs, net	1,367	(231)
Gain on sale of assets	(40)	(446)
Adjusted EBITDA	\$ 36,029	\$ 47,316

Adjusted EBITDA - Constant Currency Presentation

We believe that this measure provides useful information to investors because it provides transparency to underlying performance in adjusted EBITDA by excluding the effect that foreign currency exchange rate fluctuations have on year-to-year comparability given the volatility in foreign currency exchange markets. To present this information for historical periods, current period adjusted EBITDA for entities reporting in currencies other than the U.S. Dollar are translated into U.S. Dollars at the average monthly exchange rates in effect during the corresponding period of the prior fiscal year, rather than at the actual average monthly exchange rate in effect during the current period of the current fiscal year. As a result, the foreign currency impact is equal to the current year results in local currencies multiplied by the change in average foreign currency exchange rate between the current fiscal period and the corresponding period of the prior fiscal year.

A reconciliation between adjusted EBITDA and constant currency adjusted EBITDA is as follows:

<i>(amounts in thousands)</i>	Hain Consolidated
Adjusted EBITDA - Three months ended September 30, 2022	\$ 36,029
Impact of foreign currency exchange	2,619
Adjusted EBITDA on a constant currency basis - Three months ended September 30, 2022	<u>\$ 38,648</u>
Adjusted EBITDA - Three months ended September 30, 2021	<u>\$ 47,316</u>

Operating Free Cash Flows

In our internal evaluations, we use the non-U.S. GAAP financial measure “Operating Free Cash Flows.” The difference between Operating Free Cash Flows from continuing operations and cash flows provided by or used in operating activities, which is the most comparable U.S. GAAP financial measure, is that Operating Free Cash Flows reflects the impact of purchases of property, plant and equipment (capital spending). Since capital spending is essential to maintaining our operational capabilities, we believe that it is a recurring and necessary use of cash. As such, we believe investors should also consider capital spending when evaluating our cash provided by or used in operating activities. We view Operating Free Cash Flows as an important measure because it is one factor in evaluating the amount of cash available for discretionary investments. We do not consider Operating Free Cash Flows in isolation or as an alternative to financial measures determined in accordance with U.S. GAAP.

A reconciliation from cash flows (used in) provided by operating activities to Operating Free Cash Flows is as follows:

<i>(amounts in thousands)</i>	Three Months Ended September 30,	
	2022	2021
Net cash (used in) provided by operating activities	\$ (5,116)	\$ 37,586
Purchases of property, plant and equipment	(7,215)	(17,810)
Operating free cash flows	<u>\$ (12,331)</u>	<u>\$ 19,776</u>

We believe that our cash on hand of \$51.8 million at September 30, 2022 as well as projected cash flows from operations and availability under our Credit Agreement are sufficient to fund our working capital needs in the ordinary course of business, anticipated fiscal 2023 capital expenditures and other expected cash requirements for at least the next 12 months.

Critical Accounting Estimates

Our financial statements are prepared in accordance with accounting principles generally accepted in the United States. The accounting principles we use require us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and amounts of income and expenses during the reporting periods presented. We believe in the quality and reasonableness of our critical accounting policies; however, materially different amounts may be reported under different conditions or using assumptions different from those that we have applied. The accounting policies that have been identified as critical to our business operations and to understanding the results of our operations pertain to variable consideration, valuation of accounts and chargeback receivable, valuation of long-lived assets, goodwill and intangible assets, stock-based compensation and valuation allowances for deferred tax assets. The application of each of these critical accounting policies and estimates is discussed in Part II, Item 7, *Management’s Discussion and Analysis of Financial Condition and Results of Operations*, of our Annual Report on Form 10-K for the fiscal year ended June 30, 2022, from which there have been no material changes.

Recent Accounting Pronouncements

There were no recently adopted accounting pronouncements or recently issued accounting pronouncements not yet effective that the Company believes will have a significant impact on its consolidated financial statements.

Seasonality

Certain of our product lines have seasonal fluctuations. Hot tea, hot-eating desserts and soup sales are stronger in colder months, while sales of snack foods, sunscreen and certain of our personal care products are stronger in the warmer months. As such, our results of operations and our cash flows for any particular quarter are not indicative of the results we expect for the full year, and our historical seasonality may not be indicative of future quarterly results of operations.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no significant changes in market risk from those addressed in the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2022 during the three months ended September 30, 2022. See the information set forth in Part II, Item 7A, *Quantitative and Qualitative Disclosures About Market Risk*, of the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2022.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), with the assistance of other members of management, have reviewed the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Our disclosure controls and procedures are intended to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is (1) recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission’s rules and forms and (2) accumulated and communicated to our management, including our CEO and CFO, as appropriate to allow timely decisions regarding required disclosure. Based on this review, our CEO and CFO have concluded that the disclosure controls and procedures for the Company were effective as of September 30, 2022.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect every misstatement. An evaluation of effectiveness is subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with policies or procedures may decrease over time.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal controls over financial reporting that occurred during the three months ended September 30, 2022 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION**Item 1. Legal Proceedings**

The information called for by this item is incorporated herein by reference to Note 16, *Commitments and Contingencies*, in the Notes to the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Item 1A. Risk Factors

There have been no material changes from the discussion of the material factors that make an investment in the Company speculative or risky contained in the section entitled "Risk Factors" in the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2022, filed with the SEC on August 25, 2022.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**Issuer Purchases of Equity Securities**

The table below sets forth information regarding repurchases by the Company of its common stock during the periods indicated.

<u>Period</u>	(a) Total number of shares purchased (1)	(b) Average price paid per share	(c) Total number of shares purchased as part of publicly announced plans	(d) Maximum number of shares that may yet be purchased under the plans (in millions of dollars) (2)
July 1, 2022 - July 31, 2022	—	\$ —	—	\$ 173.5
August 1, 2022 - August 31, 2022	(9,445)	24.11	—	173.5
September 1, 2022 - September 30, 2022	(120)	19.99	—	173.5
Total	(9,565)	\$ 24.06	—	

(1) Includes shares surrendered for payment of employee payroll taxes due on shares issued under stock-based compensation plans.

(2) In January 2022, the Company's Board of Directors authorized the repurchase of up to \$200 million of the Company's issued and outstanding common stock. Repurchases may be made from time to time in the open market, pursuant to pre-set trading plans, in private transactions or otherwise. The authorization does not have a stated expiration date. The extent to which the Company repurchases its shares and the timing of such repurchases will depend upon market conditions, and other corporate considerations. During the quarter ended September 30, 2022, the Company did not repurchase any shares under the repurchase program. As of September 30, 2022, the Company had \$174 million of remaining authorization under the share repurchase program.

Item 6. Exhibits**Exhibit
Number****Description**

3.1	Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 of the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2021, filed with the SEC on August 26, 2021).
3.2	Amended and Restated By-Laws (incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K filed with the SEC on December 7, 2018).
4.1	Specimen of common stock certificate (incorporated by reference to Exhibit 4.1 of Amendment No. 1 to the Company's Registration Statement on Form S-4 filed with the SEC on April 24, 2000).
10.1*	Form of Restricted Share Unit Agreement under The Hain Celestial Group, Inc. Amended and Restated 2002 Long Term Incentive and Stock Award Plan – 2023-2025 LTIP
10.2*	Form of Performance Share Unit Agreement under The Hain Celestial Group, Inc. Amended and Restated 2002 Long Term Incentive and Stock Award Plan – 2023-2025 LTIP (Absolute Total Shareholder Return)
10.3*	Form of Performance Share Unit Agreement under The Hain Celestial Group, Inc. Amended and Restated 2002 Long Term Incentive and Stock Award Plan – 2023-2025 LTIP (Relative Total Shareholder Return)
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended.
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended.
32.1	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

*Indicates management contract or compensatory plan or arrangement.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

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.

THE HAIN CELESTIAL GROUP, INC.
(Registrant)

Date: November 8, 2022

/s/ Mark L. Schiller

**Mark L. Schiller,
President and
Chief Executive Officer**

Date: November 8, 2022

/s/ Christopher J. Bellairs

**Christopher J. Bellairs,
Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)**

Date: November 8, 2022

/s/ Ameet Kumar

**Ameet Kumar,
Senior Vice President and
Chief Accounting Officer
(Principal Accounting Officer)**

**THE HAIN CELESTIAL GROUP, INC.
NOTICE OF GRANT OF RESTRICTED SHARE UNITS**

The Participant has been granted an award (the “*Award*”) pursuant to The Hain Celestial Group, Inc. Amended and Restated 2002 Long Term Incentive and Stock Award Plan (the “*Plan*”) consisting of one or more rights (each such right being hereafter referred to as a “*Restricted Share Unit*” or “*RSU*”) to receive in settlement of each such right one (1) share of common stock of The Hain Celestial Group, Inc. By accepting below, the Participant acknowledges and agrees that the Award and the Restricted Share Units shall be subject in all respects to the terms and conditions set forth in the Plan and the Restricted Share Unit Agreement attached hereto.

Participant: [_____]

Grant Date: [_____]

Total Number of RSUs: [_____]

Vesting of Shares: Except as provided in the Restricted Share Unit Agreement and provided that the Participant’s employment has not terminated prior to the relevant date, the RSUs shall vest in accordance with the schedule set forth below (each such vesting date, a “*Vesting Date*”).

Vest Schedule – Share Units (RSU)

Vest Date	Vest Quantity
[First vesting date]	[1/3 of RSUs]
[Second vesting date]	[1/3 of RSUs]
[Third vesting date]	[1/3 of RSUs]
	[Total RSUs]

The Hain Celestial Group, Inc.

Restricted Share Unit Agreement

The Hain Celestial Group, Inc. has granted to the Participant named in the *Notice of Grant of Restricted Share Units* (the “**Notice**”) to which this Restricted Share Unit Agreement (this “**Agreement**”) is attached an Award consisting of Restricted Share Units (“**Restricted Share Units**” or “**RSUs**”) subject to the terms and conditions set forth in the Notice and this Agreement. This Award shall constitute a Restricted Share Units award under the Company’s Amended and Restated 2002 Long Term Incentive and Stock Award Plan (the “**Plan**”), as amended to the Grant Date, the provisions of which are incorporated herein by reference. By accepting the Notice, the Participant: (a) acknowledges receipt of and represents that the Participant has read and is familiar with the Notice, this Agreement, and the Plan, (b) accepts the Award subject to all of the terms and conditions of the Notice, this Agreement and the Plan and (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Compensation Committee of the Board of Directors of the Company (the “**Compensation Committee**”) upon any questions arising under the Notice, this Agreement or the Plan.

1. DEFINITIONS AND CONSTRUCTION.

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Notice or the Plan.

1.2 **Construction.** References herein to the Participant’s employment or employment arrangements with the Company shall be deemed to refer to employment with the Company or any of its Subsidiaries or Affiliates. Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

2. ADMINISTRATION.

In accordance with Section 3 of the Plan, all questions of interpretation concerning the Notice and this Agreement shall be determined by the Compensation Committee. All determinations by the Compensation Committee made reasonably and in good faith shall be final and binding upon all persons having an interest in this Award.

3. THE AWARD.

3.1 **Grant of RSUs.** On the Grant Date, the Participant shall acquire, subject to the provisions of this Agreement, the Total Number of RSUs set forth in the Notice. Each Unit represents a right to receive one (1) Share on the applicable vesting date determined in accordance with the Notice and this Agreement.

3.2 **No Monetary Payment Required.** The Participant is not required to make any monetary payment (other than applicable tax withholding, if any) as a condition to receiving the RSUs or Shares issued upon settlement of the RSUs, the consideration for which shall be past services actually rendered and/or future services to be rendered to the Company or for its benefit. Notwithstanding the foregoing, if required by applicable state corporate law, the Participant shall furnish consideration in the form of cash or past services rendered to the Company or for its benefit having a value not less than the par value of the Shares issued upon settlement of the RSUs.

3.3 **Confidentiality, Non-Interference, and Invention Assignment Agreement.** As a condition to the grant of the Award and the receipt of Restricted Share Units pursuant to this Agreement and the Notice, the Participant accepts the Confidentiality, Non-Interference, and Invention Assignment Agreement attached hereto as Annex B.

4. **VESTING OF RSUs.**

4.1 **Normal Vesting.** Except as provided by Section 4.2, the RSUs shall vest as provided in the Notice.

4.2 **Acceleration of Vesting Upon Certain Terminations.** If the Participant's employment with the Company is terminated (i) at any time as a result of the Participant's death or Disability (as defined in Annex A), or (ii) by the Company without Cause (as defined in Annex A) within twelve (12) months following the consummation of a Change in Control (as defined in Annex A), then, in each case, any unvested RSUs shall vest immediately.

5. **DIVIDENDS CREDITED ON THE RESTRICTED SHARE UNITS.**

5.1 The RSUs will earn dividend equivalents in the form of additional RSUs. Specifically, as of each dividend payment date for Company common stock during the period beginning on the Grant Date and ending on the Vesting Date, the Participant's account will be credited with additional RSUs ("**Dividend Equivalent RSUs**") equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the RSUs if each of the unvested RSUs was a Share, rounded to a whole number of Dividend Equivalent RSUs using normal rounding.

5.2 The number of Shares that could be bought with the cash dividends will be calculated based on the Fair Market Value (as defined below) of Company common stock on the applicable dividend payment date. For purposes of this Agreement, "**Fair Market Value**" means the average of the high and the low per Share trading prices for Company common stock as reported in The Wall Street Journal for the specific dividend payment date, or in such other source as the Company deems reliable.

5.3 Dividend Equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated.

6. **SETTLEMENT OF THE AWARD; FORFEITURE AND CLAWBACK; CERTAIN CORPORATE POLICIES.**

6.1 **Issuance of Shares.** Subject to the provisions of Section 6.3 and Section 7, promptly following each Vesting Date, the Company shall issue to the Participant in settlement of the RSUs that vested on such Vesting Date, the number of Shares equal to one (1) Share for each RSU that vests on such Vesting Date. The Participant understands and agrees that the administration of the issuance of Shares may take up to 15 days following the Vesting Date.

6.2 **Mechanics of Issuance of Shares.** The Participant hereby authorizes the Company, in its sole discretion, to deposit for the benefit of the Participant with any broker with which the Participant has an account relationship of which the Company has notice (including any broker that administers the Company's equity award plans) any or all Shares acquired by the Participant pursuant to the settlement of the Award. Except as provided by the preceding sentence, a certificate for the Shares as to which the Award is settled shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

6.3 **Securities Laws and Other Laws.** The grant of the Award and issuance of Shares upon settlement of the Award shall be subject to compliance with all applicable requirements of federal, state or foreign law, including securities laws and regulations.

6.4 **Forfeiture and Clawback.** In the event the Participant breaches the Confidentiality, Non-Interference, and Invention Assignment Agreement attached hereto as Annex B, then the Company shall have the right to (a) deem all RSUs which have not vested to be canceled and rescinded, and forfeited by the Participant, and (b) require the Participant to return to the Company any Shares issued to the Participant upon settlement of the RSUs during the two (2) years prior to such breach and pay to the Company any proceeds realized as a result of the Participant's sale of Shares issued to the Participant upon settlement of the RSUs during the two (2) years prior to such breach, in each case within thirty (30) days following the Company's request for such return or payment.

6.5 **Certain Corporate Policies Applicable to Executive Officers and Executive Vice Presidents.** If the Participant is an Executive Officer of the Company, the Participant (1) acknowledges that that the Participant has received, read and understands The Hain Celestial Group, Inc. Compensation Recoupment Policy (the "**Clawback Policy**"), which applies to Incentive Compensation (as defined in the Clawback Policy), and (2) agrees that any applicable award agreement, including this Agreement, or other document setting forth the terms and conditions of any Incentive Compensation (as defined in the Clawback Policy) shall be deemed to include the restrictions imposed by the Clawback Policy and incorporate it by reference and, in the event of any inconsistency, the terms of the Clawback Policy will govern. If the Participant is an Executive Officer or other Executive Vice President of the Company, the Participant (1) acknowledges that that the Participant has received, read and understands The Hain Celestial Group, Inc. Executive Stock Ownership Guidelines (the "**Ownership Guidelines**"), and (2) agrees that the Ownership Guidelines apply to the Participant.

7. **TAX IMPLICATIONS.**

7.1 **In General.** The Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Company (or its Affiliate or Subsidiary), if any, which arise in connection with this Award, the vesting of RSUs or the issuance of Shares in settlement thereof (the "**Tax Liability**"). These requirements may change from time to time as laws or interpretations change. Regardless of the Company's (or its Affiliate's or Subsidiary's) actions in this regard, the Participant hereby acknowledges and agrees that the Tax Liability shall be the Participant's responsibility and liability.

7.2 **Withholding in Shares.** The Company may satisfy all or any portion of tax withholding obligations by deducting from the Shares otherwise deliverable to the Participant in settlement of the Award a number of whole Shares having a fair market value, as determined by the Company as of the date on which the tax withholding obligations arise, not in excess of the amount of such tax withholding obligations determined by the applicable maximum statutory withholding rates.

8. **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.**

The Compensation Committee may make adjustments in accordance with Section 4(d) of the Plan.

9. **NO RIGHTS AS A STOCKHOLDER OR EMPLOYEE.**

The Participant shall have no rights as a stockholder with respect to any RSUs until the date of the issuance of the Shares in settlement thereof. No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date the Shares are issued, except as provided in Sections 5 and 8. The Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between the Company and the Participant, the Participant's employment is "at will" and is for no specified term. Nothing in this Agreement shall confer upon the Participant any right to continue in the employment of the Company or any Subsidiary or interfere in any way with any right of such entities to terminate the Participant's employment at any time.

10. **MISCELLANEOUS PROVISIONS.**

10.1 **Termination or Amendment.** The Board may terminate or amend the Plan or this Agreement at any time; provided, however, that no such termination or amendment may adversely affect the Participant's rights under this Agreement without the consent of the Participant unless such termination or amendment is necessary to comply with applicable law or government regulation, including, but not limited to, Section 409A of the Code. No amendment or addition to this Agreement shall be effective unless in writing.

10.2 **Nontransferability of the Award.** Prior to the issuance of Shares on settlement of the Award, neither this Award nor any RSUs subject to this Award shall be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

10.3 **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

10.4 **Binding Effect.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

10.5 **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by the Company, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, if to the Company at 1111 Marcus Avenue, Lake Success, NY 11042, Attention: General Counsel, and if to the Participant at the home address of the Participant on file with the Company.

(a) **Description of Electronic Delivery.** The Plan documents, which may include but do not necessarily include: the Plan, the Notice, this Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, the Participant may deliver electronically the Notice and this Agreement to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of

electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company.

(b) **Consent to Electronic Delivery and Execution.** The Participant acknowledges that the Participant has read Section 10.5(a) of this Agreement and consents to the electronic delivery of the Plan documents, as described in Section 10.5(a). The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery or execution of such documents fails. The Participant may revoke his or her consent to the electronic delivery of documents described in Section 10.5(a) or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described in Section 10.5(a). Electronic acceptance of the Notice, this Agreement and any annexes shall have the same binding effect as a written or hard copy signature and accordingly, shall bind the Participant to all of the terms and conditions set forth in the Plan, the Notice, this Agreement and any annexes.

10.6 **Integrated Agreement.** The Notice, this Agreement and the Plan shall constitute the entire understanding and agreement of the Participant and the Company with respect to the subject matter contained herein or therein and supersedes any prior agreements, understandings, restrictions, representations, or warranties between the Participant and the Company with respect to such subject matter other than those as set forth or provided for herein or therein. To the extent contemplated herein or therein, the provisions of the Notice and the Agreement shall survive any settlement of the Award and shall remain in full force and effect.

10.7 **Section 409A.** This Agreement and the RSUs granted hereunder are intended to fit within the “short-term deferral” exemption from Section 409A of the Code as set forth in Treasury Regulation Section 1.409A-1(b)(4). In administering this Agreement, the Company shall interpret this Agreement in a manner consistent with such exemption. Notwithstanding the foregoing, if it is determined that the RSUs fail to satisfy the requirements of the short-term deferral rule and are otherwise deferred compensation subject to Section 409A, and if the Participant is a “Specified Employee” (within the meaning set forth Section 409A(a)(2)(B)(i) of the Code) as of the date of the Participant’s separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), then the issuance of any Shares that would otherwise be made upon the date of the separation from service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the separation from service, but if and only if such delay in the issuance of the Shares is necessary to avoid the imposition of additional taxation on the Participant in respect of the Shares under Section 409A of the Code. Each installment of Shares that vests is intended to constitute a “separate payment” for purposes of Section 409A of the Code and Treasury Regulation Section 1.409A-2(b)(2).

10.8 **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict of laws provisions. The parties agree that any action or proceeding with respect to this Agreement shall

be brought exclusively in the Supreme Court of the State of New York, Nassau County, or in the United States District Court for the Eastern District of New York, or in any other court of competent jurisdiction in and for the State of New York, Nassau County and the parties agree to the personal jurisdiction thereof. The parties hereby irrevocably waive any objection they may now or hereafter have to the laying of venue of any such action in such court(s), and further irrevocably waive any claim they may now or hereafter have that any such action brought in such court(s) has been brought in an inconvenient forum. The parties agree that, if any dispute or controversy arising from or relating to this agreement is submitted for adjudication to any court, all issues of fact shall be tried without a jury.

10.9 **Severability.** If any term or provision of this Agreement or the application thereof to any Participant or circumstance shall to any extent be invalid or unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect and the remainder of this Agreement, or the application of such term or provision to Participants or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10.10 **Acceptance.** By accepting this Agreement, the Participant: (a) acknowledges receipt of and represents that the Participant has read and is familiar with this Agreement and the Plan, (b) accepts the Award subject to all of the terms and conditions of this Agreement and the Plan, (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under this Agreement except as otherwise provided in this Agreement and (d) accepts the Confidentiality, Non-Interference, and Invention Assignment Agreement attached hereto as Annex B. The Participant acknowledges that there may be tax consequences upon the vesting and settlement of the RSUs or disposition of the underlying Shares and that the Participant has been advised to consult a tax advisor prior to such vesting, settlement or disposition.

Annex A

Certain Definitions

“**Cause**” has the meaning set forth in the Change in Control Agreement between the Company and the Participant or if none, the employment agreement between the Company and the Participant, in each case, then in effect, or if the Participant is not party to any such agreement or such term is not defined in any such agreement then “Cause” shall mean the occurrence of any of the following events: (i) any material violation by the Participant of any law or regulation applicable to the Company or its Affiliates; (ii) the Participant’s commission of, plea of guilty or nolo contendere to, or indictment for, a felony or any other crime involving moral turpitude; (iii) the Participant’s commission of an act of personal dishonesty in connection with the Company or any other entity having a business relationship with the Company; (iv) any breach by the Participant of any written agreement between the Company and the Participant, or the terms of the Participant’s service as an employee of the Company, including, without limitation, the breach of any written non-competition, non-solicitation, invention assignment, confidentiality or similar written restrictive covenants; (v) the Participant’s violation of the written policies of the Company, commission of sexual harassment, or any other conduct causing the Company or any of its Affiliates public disgrace or disrepute or economic harm; (vi) reporting to work under the influence of alcohol or illegal drugs or the use of illegal drugs (whether or not at the workplace); or (vii) a willful failure to substantially perform the Participant’s duties and obligations to the Company and its Subsidiaries, other than failure resulting from complete or partial incapacity due to physical or mental illness or impairment; provided, that clause (vii) shall constitute “Cause” only if the Participant fails to cure such event (if curable) within ten (10) business days after receipt from the Company of written notice specifying the Participant’s actions that constitute Cause.

“**Change in Control**” has the meaning set forth in the Change in Control Agreement between the Company and the Participant or if none, the employment agreement between the Company and the Participant, in each case, then in effect, or if the Participant is not party to any such agreement or such term is not defined in any such agreement then:

- 1) the acquisition by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 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 (1), the following acquisitions shall not constitute a Change of Control: (A) any issuance of voting securities of the Company directly from the Company that is approved by the Incumbent Board (as defined below), or (B) any acquisition of voting securities of the Company by any Person pursuant to a Business Combination (as defined below) that complies with clauses (A), (B) and (C) of clause (3) below; or
- 2) 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

- 3) 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, (A) 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 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, (B) no Person (other than such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 50% or more of the combined voting power of the then outstanding voting securities of the entity resulting from such Business Combination and (C) 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
- 4) the stockholders of the Company approve a complete liquidation or dissolution of the Company.

“**Disability**” has the meaning set forth in the Change in Control Agreement between the Company and the Participant or if none, the employment agreement between the Company and the Participant, in each case, then in effect, or if the Participant is not party to any such agreement or such term is not defined in any such agreement then “Disability” shall mean the permanent and total disability of the Participant within the meaning of Section 22(e)(3) of the Code.

“**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.

Annex B

CONFIDENTIALITY, NON-INTERFERENCE, AND INVENTION ASSIGNMENT AGREEMENT

This CONFIDENTIALITY, NON-INTERFERENCE, AND INVENTION ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of [_____] by [_____] ("Employee") for the benefit of The Hain Celestial Group, Inc., a Delaware corporation, and its subsidiaries and affiliates (collectively, the "Company").

In consideration of Employee's continued employment with the Company and remuneration received thereunder, and Employee's receipt of the compensation now and hereafter paid to Employee by the Company, including Employee's receipt of an award of Restricted Share Units in accordance with the Notice of Grant of Restricted Share Units and Restricted Share Unit Agreement to which this Agreement is attached, the receipt and sufficiency of which are mutually acknowledged, Employee agrees as follows:

Section 1. Confidential Information.

(a) Company Information. Employee acknowledges that, during the course of Employee's employment, Employee will have substantial access to, be provided with and inevitably will use confidential and proprietary information of the Company. In recognition of the foregoing, Employee agrees that, at all times during the Employment Period and thereafter, to hold in confidence, and not to use or to disclose to any Person without written authorization of the Company, for any reason or purpose whatsoever except as may be required in the ordinary course of performing Employee's duties as an employee of the Company, any Confidential Information that Employee obtains or creates. Employee understands that "Confidential Information" means information in spoken, printed, electronic, or any other form or medium, that is not generally known publicly and is owned or maintained by the Company and/or has been acquired, developed, discovered or compiled by the Company at its great effort and expense, and that the Company wishes to maintain as confidential, that has value in or to the business of the Company. Employee understands that:

(i) Confidential Information includes, but is not limited to, any and all non-public information that relates to the actual or anticipated business and/or products or services, research, or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, business records, customer lists or compilations, terms of customer agreements, supplier or service information, pricing or cost information, marketing information, future products and strategies or plans, ideas, business opportunities, inventions, creations, enhancements, business operation information, financial information or personnel data, designs, drawings or inspections of premises, parts, equipment, or other Company property, any formula, recipe, manufacturing process, pattern, device and/or compilation of information that is used in the Company's business and that gives the Company an advantage over its competitors, or other information regarding the Company's products or services, markets, customers (including, but not limited to, customers of the Company on whom Employee called or with whom Employee may become acquainted during the Employment Period), software, processes, formulas, product specifications, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, policies, training manuals and similar materials used by the Company in conducting its business operations, potential business combinations, and other business information disclosed by the Company either directly or indirectly, in writing, electronically or orally, and other confidential or proprietary information created, used and/or obtained by Employee in the course of Employee's employment with the Company;

(ii) Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Company or to Employee in the course of the Company's business subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes;

(iii) Confidential Information also includes other information of any existing or prospective customer or of any other Person that has entrusted information to the Company in confidence. Employee acknowledges that all Confidential Information is the sole and exclusive property of the Company. Employee further acknowledges that the Company's communication systems (such as email and voicemail) are maintained to assist in the conduct of the Company's business and that such systems and data exchanged or stored thereon are Company property; and

(iv) notwithstanding the foregoing, Confidential Information shall not include any of the foregoing items that have become publicly and widely known through no unauthorized disclosure by Employee or others who were under confidentiality obligations as to the item or items involved.

(b) Former Employer Information. Employee represents and warrants that Employee is not a party to any non-competition agreement or other contractual limitation that would interfere with or hinder Employee's ability to undertake the obligations and expectations of employment with the Company. Employee represents that Employee's performance of all of the terms of this Agreement as an employee of the Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge, or data acquired by Employee in confidence or trust prior to the commencement of Employee's employment with the Company, and Employee will not disclose to the Company, or induce the Company to use, any developments, or confidential information or material Employee may have obtained in connection with employment with any prior employer in violation of a confidentiality agreement, nondisclosure agreement, or similar agreement with such prior employer. If any prior employer asserts a claim that Employee's employment with the Company violates any contractual obligations owed by Employee, or that Employee has otherwise committed a breach of any contractual or other duty to a prior employer, the Company may immediately terminate Employee's employment. In the event of such a claim, the Company is not obligated to indemnify Employee for any damages or to provide a defense against such claims.

(c) Permitted Disclosure. This Agreement does not limit or interfere with Employee's right, without notice to or authorization of the Company, to communicate and cooperate in good faith with any self-regulatory organization or federal, state, or local governmental agency, commission, or entity (collectively, a "Government Entity") for the purpose of (i) reporting a possible violation of any federal, state, or local law or regulation, (ii) participating in any investigation or proceeding that may be conducted or managed by any Government Entity, including by providing documents or other information, or (iii) filing a charge or complaint with a Government Entity, provided that in each case, such communications, participation, and disclosures are consistent with applicable law. Additionally, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If Employee files a lawsuit for retaliation by an employer for reporting a suspected violation of law, Employee may disclose the trade secret to the Employee's attorney in such lawsuit and use the trade secret information in the court proceeding, if Employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. All disclosures permitted under this Section 1(c) are hereinafter

referred to as “Permitted Disclosures.” Notwithstanding the foregoing, under no circumstance will Employee be authorized to disclose any Confidential Information as to which the Company may assert protections from disclosure under the attorney-client privilege or the attorney work product doctrine, without prior written consent of Company’s General Counsel or other authorized officer designated by the Company.

Section 2. Developments.

All inventions, improvements, trade secrets, reports, manuals, computer programs, systems, educational and sales materials or other publications, and other ideas and materials developed or invented by Employee, including all tangible work product derived therefrom, during the Employment Period, either solely or in collaboration with others, which relate to the actual or anticipated business or research of the Company, which result from or are suggested by any work Employee may do for the Company, or which result from use of the Company’s premises or the Company’s or its customers’ property (collectively, the “Developments”) shall be the sole and exclusive property of the Company. Employee hereby assigns to the Company Employee’s entire right and interest in any such Developments. Employee agrees to promptly and fully disclose to the Company all Developments. At the request of the Company, Employee will, during and after the term of this Agreement, without charge to the Company but at the expense of the Company, assist the Company in any reasonable way to vest in the Company title to all such Developments, and to obtain any related patents, trademarks, or copyrights in all countries throughout the world. Employee will execute and deliver assignments and any other documents that the Company may reasonably request in connection with such assistance.

This Section 2 does not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on Employee’s own time, and (1) which does not relate (a) directly to the business of the Company or (b) to the Company’s actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by Employee for the Company.

Section 3. Returning Company Documents and Equipment.

At the time of the termination of Employee’s employment with the Company for any reason (or earlier if so requested), Employee will promptly deliver to the Company (and will not keep in Employee’s possession, recreate, copy, or deliver to anyone else) any and all Confidential Information and all other documents, materials, information, computer equipment, electronic equipment, mobile phones, and other property in Employee’s possession or control, created or received by Employee in connection with Employee’s employment or otherwise belonging to the Company (excluding documents related only to Employee’s compensation and employee benefits). Any property situated on the Company’s premises and owned by the Company (or any other member of the Company), including USB flash drives and other storage media, filing cabinets, and other work areas, is subject to inspection by the Company at any time with or without notice. Furthermore, at the time of termination, Employee will return all property of the Company in proper working order without any modification to device or data contained within it, and will provide all passwords or passcodes needed for the Company to access any electronic devices.

Section 4. Restrictions on Interfering.

(a) Non-Competition. During the Employment Period and the Post-Termination Restricted Period, Employee shall not, without the express written consent of the CEO of the Company, directly or indirectly, individually or on behalf of any Person, whether for compensation or otherwise, engage in any Competitive Activities in any jurisdiction in which the

Company engages in business and in relation to which Employee has had a material influence or material involvement, or obtained material Confidential Information.

(b) Non-Interference. During the Employment Period and the Post-Termination Restricted Period, Employee shall not, without the express written consent of the CEO of the Company, directly or indirectly, individually or on behalf of any Person, engage in Interfering Activities.

(c) Non-Disparagement. At all times during the Employment Period and thereafter, Employee shall not, directly or indirectly, individually or on behalf of any Person, induce or encourage others to make, publish, or communicate to any Person, any disparaging or defamatory comments regarding the Company, its businesses, its products or its services, or any of the Company's current or former directors, officers, or employees. However, nothing in this Section 4(c) shall prevent Employee from making a Permitted Disclosure as defined in Section 1(c).

(d) Definitions. For purposes of this Agreement:

(i) "Business Relation" shall mean any current or prospective customer, vendor, supplier or other business relation of the Company, or any such relation that was a customer, vendor, supplier, or other business relation within the prior twelve (12)-month period, in each case, with whom Employee, or persons reporting to Employee, had personal contact or dealings during the Employment Period.

(ii) "Competitive Activities" shall mean any activity in which the Employee directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, representative, partner, member, director, stockholder, officer, volunteer, intern, or any other similar position in a capacity similar to the position held by Employee with the Company, on behalf of or in association with a business engaged in the same or similar business as the Company, including, without limitation, any business activity related to the research, development, production, marketing, sale, or distribution of consumer goods or products that are the same as or substantially similar to the consumer goods or products then being, or that at any time in the prior twelve (12) months were being researched, developed, produced, marketed, sold or distributed by the Company, including but not limited to organic and natural products sold through specialty and natural food distributors, supermarkets, natural foods stores, mass-market and e-commerce retailers, food service channels, and club, drug, and convenience stores (the "Business"). Notwithstanding the foregoing, Competitive Activities are limited to such segments of the Company's Business for which Employee had responsibility or about which Employee learned Confidential Information during the last two (2) years of the Employment Period. Competitive Activities does not include purchasing or owning not in excess of three percent (3%) of the publicly traded securities of any corporation, or purchasing or owning stock, partnership interests, or other securities of any entity not in excess of three percent (3%) of any class of such securities, provided that such ownership represents a passive investment and Employee is not a controlling person of, or a member of a group that controls, such corporation.

(iii) "Employment Period" shall mean the period of Employee's employment with the Company.

(iv) "Interfering Activities" shall mean, directly or indirectly, (A) Soliciting, encouraging, enticing, causing, or inducing, or in any manner attempting to Solicit, encourage, entice, cause, or induce, any Person employed by, or providing consulting services or independent contractor services to, the Company and with whom Employee

had material contact (meaning an employee whom the Employee supervised, worked closely with, or directly reported to) within the last two (2) years of the Employment Period or about whom Employee had Confidential Information during the Employment Period to terminate such Person's employment or services (or in the case of a consultant or independent contractor, materially reducing such services) with the Company, or to work for a third party other than the Company, without the prior written consent of the Company; (B) hiring or engaging any Person who was employed by, or providing consulting or independent contractor services to, the Company within the six (6)-month period prior to the date of such hiring or engagement, and with whom Employee had material contact (meaning an employee whom the Employee supervised, worked closely with, or directly reported to) within the last two (2) years of the Employment Period or about whom Employee had Confidential Information during the Employment Period; or (C) Soliciting, encouraging, calling upon, directing, diverting, influencing, or inducing, or in any manner attempting to Solicit, encourage, call upon, direct, divert, influence, or induce, any Business Relation to cease doing business with or reduce the amount of business conducted with the Company, or in any way interfering with the relationship between any such Business Relation and the Company, including by convincing any such Business Relation to change or alter the terms of its existing or prospective contractual terms and conditions with the Company; or (D) on behalf of or in association with any Person, accepting business from a Business Relation in competition with the Business of the Company.

(v) "Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust (charitable or non-charitable), unincorporated organization, or other form of business entity.

(vi) "Post-Termination Restricted Period" shall mean the period commencing on the date of the termination of the Employee's employment with the Company for any reason, and ending on the date that is one (1) year following such date of termination.

(vii) "Solicit," "Soliciting," or "Solicitation" shall mean any direct or indirect communication of any kind, regardless of who initiates it, that in any way invites, advises, encourages, or requests any Person to take or refrain from taking any action.

Section 5. Reasonableness of Restrictions.

Employee acknowledges and recognizes the highly competitive nature of the Company's business, and agrees that access to Confidential Information renders Employee special and unique within the Company's industry, and that Employee will have the opportunity to develop substantial relationships of confidence, trust and goodwill with existing and prospective employees, customers, vendors, suppliers, and/or business partners of the Company during the course of and as a result of Employee's employment with the Company. In light of the foregoing, Employee recognizes and acknowledges that the restrictions and limitations set forth in this Agreement are reasonable and valid in geographic and temporal scope and in all other respects and are essential to protect the value of the Business, goodwill and assets of the Company. Employee further acknowledges that the Company competes worldwide, and that Employee's access to Confidential Information, including trade secrets, and the relationships Employee builds during Employee's employment make it necessary for the Company to restrict Employee's post-employment activities in any market in which the Company competes, and in which Employee's access to Confidential Information and the relationships Employee builds during Employee's employment could be used to the detriment of the Company. Employee further acknowledges that the restrictions and limitations set forth in this Agreement will not materially interfere with Employee's ability to earn a living following the termination of Employee's employment with the Company.

Section 6. Independence; Severability; Blue Pencil.

Each of the rights enumerated in this Agreement shall be independent of the others and shall be in addition to and not in lieu of any other rights and remedies available to the Company at law or in equity. If any of the provisions of this Agreement or any part of any of them is hereafter construed or adjudicated to be invalid or unenforceable in any respect, the same shall not affect the remainder of this Agreement, which shall be given full effect without regard to the invalid portions. If any of the covenants contained herein are held to be invalid or unenforceable because of the duration of such provisions or the area or scope covered thereby, the court making such determination shall have the power to modify the duration, scope, and/or area of such provision to the maximum and/or broadest duration, scope, and/or area permissible by law, and in its reduced form said provision shall then be enforceable. Such modification will apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

Section 7. Remedies.

Employee expressly acknowledges that any breach or threatened breach of any of the terms and/or conditions set forth in this Agreement may result in substantial, continuing, and irreparable injury to the Company, monetary relief would not compensate for such breach, and damages arising out of such a breach may be difficult to ascertain. Therefore, Employee agrees that, in addition to any other remedy that may be available to the Company, including but not limited to the remedies set forth in Section 6.4 of the Restricted Share Unit Agreement, the Company has the right to seek temporary, preliminary, and/or permanent injunctive relief, specific performance, or other equitable relief from any court of competent jurisdiction in the event of any breach or threatened breach of the terms of this Agreement, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The Company may pursue any remedy available, including declaratory relief, concurrently or consecutively in any order, and the pursuit of one such remedy at any time will not be deemed an election of remedies or waiver of the right to pursue any other remedy. In addition, in the event of a breach by the Employee of any provision of this Agreement, the Company shall be entitled to the cessation of payment of any unpaid severance benefits and/or to seek repayment of any severance benefits paid to the Employee pursuant to any severance benefit agreement, plan, or program of the Company, as may be legally permissible. Notwithstanding any other provision to the contrary, the Post-Termination Restricted Period shall be tolled during any period of violation of any of the covenants in Section 4 of this Agreement.

Section 8. Cooperation.

Following any termination of Employee's employment, Employee will continue to provide reasonable cooperation to the Company and its counsel in connection with any investigation, administrative proceeding, or litigation relating to any matter that occurred during the Employment Period in which Employee was involved or of which Employee has knowledge. As a condition of such cooperation, the Company shall reimburse Employee for reasonable out-of-pocket expenses incurred at the request of the Company with respect to Employee's compliance with this Section 8. In the event Employee is subpoenaed by any person or entity (including, but not limited to, any Government Entity) to give testimony or provide documents (in a deposition, court proceeding, or otherwise), that in any way relates to Employee's employment by the Company, Employee will give prompt notice of such subpoena to the Company and will make no disclosure until the Company has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure. Nothing in this Section 8 shall limit Employee's right to make Permitted Disclosures as provided in Section 1(c).

Section 9. General Provisions.

(a) **GOVERNING LAW; WAIVER OF JURY TRIAL.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS, AND TO APPLICABLE FEDERAL LAW. EACH PARTY TO THIS AGREEMENT ALSO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE SUPREME COURT OF THE STATE OF NEW YORK, NASSAU COUNTY, OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK, OR IN ANY OTHER COURT OF COMPETENT JURISDICTION IN AND FOR THE STATE OF NEW YORK, NASSAU COUNTY, AND THE PARTIES AGREE TO THE PERSONAL JURISDICTION THEREOF. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY OBJECTION THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION IN SUCH COURT(S), AND FURTHER IRREVOCABLY WAIVE ANY CLAIM THEY MAY NOW OR HEREAFTER HAVE THAT ANY SUCH ACTION BROUGHT IN SUCH COURT(S) HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and Employee relating to the subject matter herein and supersedes all prior and contemporaneous negotiations, discussions, correspondence, communications, understandings, agreements, representations, promises, and any other statements, both written and oral, between the parties relating to the subject matter of this Agreement, except for any agreement between the Company and Employee addressing the use of confidential information or competitive activities post-employment which agreements shall remain in full force and effect. The failure of either the Company or Employee, whether purposeful or otherwise, to exercise in any instance any right, power, or privilege under this Agreement or under law shall not constitute a waiver of the same or any other right, power, or privilege in any other instance. Any waiver or modification by the Company or by Employee must be in writing and signed by either Employee, if Employee is seeking to waive any of Employee's rights under this Agreement, or by the CEO of the Company, if the Company is seeking to waive any of its rights under this Agreement. Any subsequent change or changes in Employee's duties, obligations, rights, or compensation will not affect the validity or scope of this Agreement.

(c) **Successors and Assigns.** This Agreement will be binding upon Employee's heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. This Agreement may be assigned by the Company without Employee's consent to any subsidiary or affiliate of the Company as well as to any purchaser of all or substantially all of the assets or business of the Company, whether by purchase, merger, or other similar corporate transaction. Employee's obligations under this Agreement may not be delegated, and Employee may not assign or otherwise transfer this Agreement or any part hereof. Any purported assignment by Employee shall be null and void from the initial date of purported assignment. This Agreement is for the sole benefit of the Company and the Employee and their respective successors and permitted assigns and not for the benefit of, or enforceable by, any third party.

(d) **Acknowledgment.** Employee acknowledges that Employee has had adequate time to consider the terms of this Agreement, has knowingly and voluntarily entered into this Agreement and has been advised by the Company to seek the advice of independent counsel

prior to reaching agreement with the Company on any of the terms of this Agreement. No rule of construction shall apply to this Agreement which construes ambiguous language in favor of or against any party by reason of that party's role in drafting this Agreement.

(e) Survival. The provisions of this Agreement shall survive the termination of Employee's employment with the Company and/or the assignment of this Agreement by the Company to any successor in interest or other assignee.

(f) Section Headings. Section and subsection headings are inserted for convenience only and shall not limit, expand, or alter the meaning or interpretation of this Agreement.

The Hain Celestial Group, Inc.
Performance Share Unit Agreement

This Performance Share Unit Agreement (this “**Agreement**”) is dated as of [_____] (the “**Grant Date**”) and sets forth the terms of an award of performance share units (“**Performance Share Units**” or “**PSUs**”) by The Hain Celestial Group, Inc., a Delaware corporation (the “**Company**”), to [_____] (the “**Participant**”).

WHEREAS, the Company has adopted The Hain Celestial Group, Inc. Amended and Restated 2002 Long Term Incentive and Stock Award Plan (the “**Plan**”), the provisions of which are incorporated herein by reference; and

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the “**Compensation Committee**”) or its delegate has determined that it is in the best interests of the Company and its shareholders to grant the award of Performance Share Units provided for herein, with the award to constitute an Award of Performance Units under the Plan.

1. **DEFINITIONS AND CONSTRUCTION.**

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Plan. The following terms have the following definitions:

- “**Cause**” has the meaning set forth in the Change in Control Agreement between the Company and the Participant (the “**Change in Control Agreement**”) or if none, the employment agreement between the Company and the Participant, in each case, then in effect, or if the Participant is not party to any such agreement or such term is not defined in any such agreement then “Cause” shall mean the occurrence of any of the following events: (i) any material violation by the Participant of any law or regulation applicable to the Company or its Affiliates; (ii) the Participant’s commission of, plea of guilty or nolo contendere to, or indictment for, a felony or any other crime involving moral turpitude; (iii) the Participant’s commission of an act of personal dishonesty in connection with the Company or any other entity having a business relationship with the Company; (iv) any breach by the Participant of any written agreement between the Company and the Participant, or the terms of the Participant’s service as an employee of the Company, including, without limitation, the breach of any written non-competition, non-solicitation, invention assignment, confidentiality or similar written restrictive covenants; (v) the Participant’s violation of the written policies of the Company, commission of sexual harassment, or any other conduct causing the Company or any of its Subsidiaries public disgrace or disrepute or economic harm; (vi) reporting to work under the influence of alcohol or illegal drugs or the use of illegal drugs (whether or not at the workplace); or (vii) a willful failure to substantially perform the Participant’s duties and obligations to the Company and its Subsidiaries, other than failure resulting from complete or partial incapacity due to physical or mental illness or impairment; provided, that clause (vii) shall constitute “Cause” only if the Participant fails to cure such event (if curable) within ten (10) business days after receipt from the Company of written notice specifying the Participant’s actions that constitute Cause.
- “**Disability**” has the meaning set forth in the Change in Control Agreement between the Company and the Participant or if none, the employment agreement between the Company and the Participant, in each case, then in effect, or if the Participant is not party to any such agreement or such term is not defined in any such agreement then

“Disability” shall mean the permanent and total disability of the Participant within the meaning of Section 22(e)(3) of the Code.

- **“Good Reason”** has the meaning set forth in the Change in Control Agreement between the Company and the Participant or if none, the employment agreement between the Company and the Participant, in each case, then in effect, or if the Participant is not party to any such agreement or such term is not defined in any such agreement then “Good Reason” shall mean the occurrence of any of the following events, without the express written consent of the Participant: (i) a material diminution in the Participant’s duties or responsibilities, excluding for this purpose any diminution during any period of the Participant’s incapacity or Disability, so long as such diminution ceases upon the cessation of the Participant’s incapacity or Disability; or (ii) a reduction in the Participant’s annual base salary; provided, that the Participant may not terminate the Participant’s employment for Good Reason unless: (a) the Participant provides the Board with written notice of the event constituting Good Reason within thirty (30) days following the Participant’s initial knowledge of such event, which notice shall specify the facts and circumstances constituting Good Reason, (b) the Company fails to cure such event within thirty (30) days following receipt by the Board of such written notice, and (c) the Participant actually resigns for Good Reason no later than thirty (30) days following the expiration of such thirty (30) day cure period.

1.2 **Construction.** References herein to the Participant’s employment or employment arrangements with the Company shall be deemed to refer to employment with the Company or any of its Subsidiaries or Affiliates. Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

2. **ADMINISTRATION.**

In accordance with Section 3 of the Plan, all questions of interpretation concerning this Agreement shall be determined by the Compensation Committee. All determinations by the Compensation Committee made reasonably and in good faith shall be final and binding upon all persons having an interest in this Award.

3. **THE AWARD.**

3.1 **Grant of Performance Share Units.** On the Grant Date, the Participant has been granted a right, evidenced by the number of Performance Share Units set forth in Section 4, to receive Shares based on the terms and conditions set forth in this Agreement, which will be earned and vested (or not) as set forth in Section 4. Each Performance Share Unit represents a contingent right to receive one (1) Share on the Vesting Date (as defined below).

3.2 **No Monetary Payment Required.** The Participant is not required to make any monetary payment (other than applicable tax withholding, if any) as a condition to receiving the PSUs or Shares issued upon settlement of the PSUs, the consideration for which shall be past services actually rendered and/or future services to be rendered to the Company or for its benefit. Notwithstanding the foregoing, if required by applicable state corporate law, the Participant shall furnish consideration in the form of cash or past services rendered to the Company or for its benefit having a value not less than the par value of the Shares issued upon settlement of the PSUs.

3.3 **Confidentiality, Non-Interference, and Invention Assignment Agreement.** As a condition to the grant of the PSUs pursuant to this Agreement, the Participant accepts the Confidentiality, Non-Interference, and Invention Assignment Agreement attached hereto as Annex A.

4. **VESTING OF PERFORMANCE SHARE UNITS.**

4.1 **Performance Based Vesting.** The target number of PSUs that may be earned by the Participant is [_____] PSUs (the “**Target Number of PSUs**”). Subject to the time-based vesting requirements set forth in Section 4.3, the number of PSUs that will be conditionally earned based on Company performance shall be based upon the Compound Annual Total Shareholder Return over the Performance Period (each as defined below), as follows:

Compound Annual Total Shareholder Return over the Performance Period	PSUs Earned Based on Company Performance (% of Target Number of PSUs)
Below 7.00%	0% of Target Number of PSUs
7.00%	50% of Target Number of PSUs
11.00%	100% of Target Number of PSUs
15.00% or Greater	200% of Target Number of PSUs

Straight-line interpolation shall apply between performance levels, rounded to the nearest whole number of PSUs using normal rounding. By way of example only, Compound Annual Total Shareholder Return of 10.00% would result in 87.50% of the Target Number of PSUs being earned, and Compound Annual Total Shareholder Return of 12.00% would result in 125.00% of the Target Number of PSUs being earned.

For the avoidance of doubt, no PSUs will be earned if the Compound Annual Total Shareholder Return over the Performance Period is below 7%, and the maximum number of PSUs that may be earned is 200% of the Target Number of PSUs.

In addition to the performance vesting requirements described in this Section 4.1, the PSUs shall be subject to the time-based vesting requirements set forth in Section 4.3 below.

4.2 **Determination of Compound Annual Total Shareholder Return.** “**Compound Annual Total Shareholder Return**” means the compound annual growth rate over the Performance Period, expressed as a percentage, from the Initial Share Price to the Ending Average Share Price, plus reinvested dividends over the Performance Period, subject to the following definitions and parameters associated with the calculation:

- “**Date of Determination**” means the earlier of (A) September 6, 2025; (B) the date the Participant’s employment is terminated by reason of death or Disability; or (C) the effective date of a Change in Control.
- “**Ending Average Share Price**” means the average of the daily closing prices per Share of the Company’s common stock, as reported on the stock exchange or market on which such stock is listed, for the 20 trading days ending on and including the applicable Date of Determination, except that in the event of a Change in Control, the Ending Average Share Price will be equal to the value of the consideration paid or

exchanged for a Share pursuant to the terms of the Change in Control. For avoidance of doubt, in the event of a Change in Control, the Ending Average Share Price will not be based on the average of the daily closing prices on the 20 trading days ending on the Date of Determination as described above.

- “**Initial Share Price**” means \$18.71, which was the closing price per Share of the Company’s common stock, as reported on The Nasdaq Global Select Market on September 6, 2022.
- “**Performance Period**” means the period beginning on September 7, 2022 and ending on the Date of Determination.

Dividends that have an ex-dividend date during the Performance Period shall be included in the calculation assuming the reinvestment of such dividends as of the applicable ex-dividend date, and dividends shall include the per Share value of any cash or stock dividends, including the per Share value as determined in good faith by the Company’s Board of Directors of a dividend issued in any Company spin-off of assets or subsidiary stock.

Notwithstanding the foregoing, if the Participant’s employment is terminated by reason of death or Disability or the Participant has a Change in Control Qualifying Termination (as defined below) prior to the one-year anniversary of the Grant Date, Compound Annual Total Shareholder Return will be computed as if the Date of Determination were the one-year anniversary of the Grant Date such that the Performance Period shall be treated as one year.

The Compensation Committee shall have the right to determine the Compound Annual Total Shareholder Return in its sole discretion.

4.3 Time-Based Vesting. Any PSUs conditionally earned based on Company performance under Section 4.1 shall become vested and earned on the following vesting dates (each such date a “**Vesting Date**”):

(a) Continuous Employment Through September 6, 2025. If the Participant remains in the continuous employment of the Company through September 6, 2025 (including on or after a Change in Control), then 100% of the PSUs conditionally earned based on Company performance under Section 4.1 shall become vested and earned on September 6, 2025.

(b) Death or Disability. If, prior to September 6, 2025, the Participant’s employment with the Company is terminated by reason of death or Disability (including on or after a Change in Control), then a portion of the PSUs conditionally earned based on Company performance under Section 4.1 shall become vested and earned on the date of such death or Disability, with the number of PSUs that become vested and earned prorated based on the number of days the Participant spent on the active payroll during the Performance Period divided by the total number of days in the Performance Period assuming the Performance Period were to end on September 6, 2025.

(c) Qualifying Termination On or After Change in Control. If, prior to September 6, 2025 and on or after a Change in Control, the Participant’s employment with the Company is terminated by the Company without Cause or by the Participant for Good Reason (each of which shall be a “**Change in Control Qualifying Termination**”), then 100% of the PSUs conditionally earned based on Company performance under Section 4.1 shall become vested and earned on the date of the Change in Control Qualifying Termination.

(d) For the avoidance of doubt, if the Participant's employment is terminated prior to September 6, 2025 for any reason other than the Participant's death or Disability or a Change in Control Qualifying Termination, then the PSUs shall be immediately forfeited and cancelled without consideration.

4.4 **Definition of Change in Control.** Change in Control for purposes of this Agreement has the meaning set forth in the Change in Control Agreement between the Company and the Participant or if none, the employment agreement between the Company and the Participant, in each case, then in effect, or if the Participant is not party to any such agreement or such term is not defined in any such agreement then "Change in Control" shall mean the occurrence of:

(a) the acquisition by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 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 of 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 (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 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, 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) the stockholders of the Company approve a complete liquidation or dissolution of the Company.

“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.

5. **DIVIDENDS CREDITED ON THE PERFORMANCE SHARE UNITS.**

5.1 The PSUs will earn dividend equivalents in the form of additional PSUs. Specifically, as of each dividend payment date for Company common stock during the period beginning on the Grant Date and ending on the Vesting Date, the Participant’s account will be credited with additional PSUs (“**Dividend Equivalent PSUs**”) equal in number, at 100% of target, to the number of Shares that could be bought with the cash dividends that would be paid on the PSUs if each of the Target Number of PSUs was a Share, rounded to a whole number of Dividend Equivalent PSUs using normal rounding.

5.2 The number of Shares that could be bought with the cash dividends will be calculated based on the Fair Market Value (as defined below) of Company common stock on the applicable dividend payment date. For purposes of this Agreement, “**Fair Market Value**” means the average of the high and the low per Share trading prices for Company common stock as reported in The Wall Street Journal for the specific dividend payment date, or in such other source as the Company deems reliable.

5.3 Dividend Equivalent PSUs will vest at the same time and in the same manner as the PSUs with which they are associated, with the number of PSUs that may become vested and earned with respect to the Dividend Equivalent PSUs ranging from 0% to 200% of the number of Dividend Equivalent PSUs.

6. **SETTLEMENT OF THE AWARD; FORFEITURE AND CLAWBACK; CERTAIN CORPORATE POLICIES.**

6.1 **Issuance of Shares.** Subject to the provisions of Section 6.3 and Section 7, promptly following the Vesting Date, the Company shall issue to the Participant in settlement of the PSUs, the number of Shares equal to one (1) Share for each PSU that is vested and earned pursuant to Section 4.1 and 4.3, and all PSUs will terminate and cease to be outstanding upon such issuance of Shares. The Participant understands and agrees that the administration of the issuance of Shares may take up to 15 days following the Vesting Date.

6.2 **Mechanics of Issuance of Shares.** The Participant hereby authorizes the Company, in its sole discretion, to deposit for the benefit of the Participant with any broker with which the Participant has an account relationship of which the Company has notice (including any broker that administers the Company’s equity award plans) any or all Shares acquired by the Participant pursuant to the settlement of the Award. Except as provided by the preceding sentence, a certificate for the Shares as to which the Award is settled shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

6.3 **Securities Laws and Other Laws.** The grant of the Award and issuance of Shares upon settlement of the Award shall be subject to compliance with all applicable requirements of federal, state or foreign law, including securities laws and regulations.

6.4 **Forfeiture and Clawback.** In the event the Participant breaches the Confidentiality, Non-Interference, and Invention Assignment Agreement attached hereto as Annex A, then the Company shall have the right to (a) deem all PSUs which have not vested to be canceled and rescinded, and forfeited by the Participant, and (b) require the Participant to return to the Company any Shares issued to the Participant upon settlement of the PSUs during the two (2) years prior to such breach and pay to the Company any proceeds realized as a result of the Participant's sale of Shares issued to the Participant upon settlement of the PSUs during the two (2) years prior to such breach, in each case within thirty (30) days following the Company's request for such return or payment.

6.5 **Certain Corporate Policies Applicable to Executive Officers and Executive Vice Presidents.** If the Participant is an Executive Officer of the Company, the Participant (1) acknowledges that that the Participant has received, read and understands The Hain Celestial Group, Inc. Compensation Recoupment Policy (the "**Clawback Policy**"), which applies to Incentive Compensation (as defined in the Clawback Policy), and (2) agrees that any applicable award agreement, including this Agreement, or other document setting forth the terms and conditions of any Incentive Compensation (as defined in the Clawback Policy) shall be deemed to include the restrictions imposed by the Clawback Policy and incorporate it by reference and, in the event of any inconsistency, the terms of the Clawback Policy will govern. If the Participant is an Executive Officer or other Executive Vice President of the Company, the Participant (1) acknowledges that that the Participant has received, read and understands The Hain Celestial Group, Inc. Executive Stock Ownership Guidelines (the "**Ownership Guidelines**"), and (2) agrees that the Ownership Guidelines apply to the Participant.

7. **TAX IMPLICATIONS.**

7.1 **In General.** The Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Company (or its Affiliate or Subsidiary), if any, which arise in connection with this Award, the vesting of PSUs or the issuance of Shares in settlement thereof (the "**Tax Liability**"). These requirements may change from time to time as laws or interpretations change. Regardless of the Company's (or its Affiliate's or Subsidiary's) actions in this regard, the Participant hereby acknowledges and agrees that the Tax Liability shall be the Participant's responsibility and liability.

7.2 **Withholding in Shares.** The Company may satisfy all or any portion of tax withholding obligations by deducting from the Shares otherwise deliverable to the Participant in settlement of the Award a number of whole Shares having a fair market value, as determined by the Company as of the date on which the tax withholding obligations arise, not in excess of the amount of such tax withholding obligations determined by the applicable maximum statutory withholding rates.

8. **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.**

The Compensation Committee may make adjustments in accordance with Section 4(d) of the Plan.

9. **NO RIGHTS AS A STOCKHOLDER OR EMPLOYEE.**

The Participant shall have no rights as a stockholder with respect to any PSUs until the date of the issuance of the Shares in settlement thereof. No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date the Shares are issued, except as provided in Sections 5 and 8. The Participant understands and acknowledges

that, except as otherwise provided in a separate, written employment agreement between the Company and the Participant, the Participant's employment is "at will" and is for no specified term. Nothing in this Agreement shall confer upon the Participant any right to continue in the employment of the Company or any Subsidiary or interfere in any way with any right of such entities to terminate the Participant's employment at any time.

10. **MISCELLANEOUS PROVISIONS.**

10.1 **Termination or Amendment.** The Board may terminate or amend the Plan or this Agreement at any time; provided, however, that no such termination or amendment may adversely affect the Participant's rights under this Agreement without the consent of the Participant unless such termination or amendment is necessary to comply with applicable law or government regulation, including, but not limited to, Section 409A of the Code. No amendment or addition to this Agreement shall be effective unless in writing.

10.2 **Nontransferability of the Award.** Prior to the issuance of Shares on settlement of the Award, neither this Award nor any PSUs subject to this Award shall be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

10.3 **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

10.4 **Binding Effect.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

10.5 **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by the Company, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, if to the Company at 1111 Marcus Avenue, Lake Success, NY 11042, Attention: General Counsel, and if to the Participant at the home address of the Participant on file with the Company.

(a) **Description of Electronic Delivery.** The Plan documents, which may include but do not necessarily include: the Plan, this Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, the Participant may deliver electronically the Agreement to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company.

(b) **Consent to Electronic Delivery and Execution.** The Participant acknowledges that the Participant has read Section 10.5 of this Agreement and consents to the

electronic delivery of the Plan documents, as described in Section 10.5(a). The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery or execution of such documents fails. The Participant may revoke his or her consent to the electronic delivery of documents described in Section 10.5(a) or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described in Section 10.5(a). Electronic acceptance of this Agreement and any annexes shall have the same binding effect as a written or hard copy signature and accordingly, shall bind the Participant and the Company to all of the terms and conditions set forth in this Agreement and any annexes.

10.6 Integrated Agreement. This Agreement and the Plan shall constitute the entire understanding and agreement of the Participant and the Company with respect to the subject matter contained herein or therein and supersedes any prior agreements, understandings, restrictions, representations, or warranties between the Participant and the Company with respect to such subject matter other than those as set forth or provided for herein or therein. To the extent contemplated herein or therein, the provisions of the Agreement shall survive any settlement of the Award and shall remain in full force and effect.

10.7 Section 409A. This Agreement and the PSUs granted hereunder are intended to fit within the “short-term deferral” exemption from Section 409A of the Code as set forth in Treasury Regulation Section 1.409A-1(b)(4). In administering this Agreement, the Company shall interpret this Agreement in a manner consistent with such exemption. Notwithstanding the foregoing, if it is determined that the PSUs fail to satisfy the requirements of the short-term deferral rule and are otherwise deferred compensation subject to Section 409A, and if the Participant is a “Specified Employee” (within the meaning set forth Section 409A(a)(2)(B)(i) of the Code) as of the date of the Participant’s separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), then the issuance of any Shares that would otherwise be made upon the date of the separation from service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the separation from service, but if and only if such delay in the issuance of the Shares is necessary to avoid the imposition of additional taxation on the Participant in respect of the Shares under Section 409A of the Code. Each installment of Shares that vests is intended to constitute a “separate payment” for purposes of Section 409A of the Code and Treasury Regulation Section 1.409A-2(b)(2).

10.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict of laws provisions. The parties agree that any action or proceeding with respect to this Agreement shall be brought exclusively in the Supreme Court of the State of New York, Nassau County, or in the United States District Court for the Eastern District of New York, or in any other court of competent jurisdiction in and for the State of New York, Nassau County and the parties agree to the personal jurisdiction thereof. The parties hereby irrevocably waive any objection they may now or hereafter have to the laying of venue of any such action in such court(s), and further irrevocably waive any claim they may now or hereafter have that any such action brought in such court(s) has been brought in an inconvenient forum. The parties agree that, if any dispute or

controversy arising from or relating to this agreement is submitted for adjudication to any court, all issues of fact shall be tried without a jury.

10.9 **Severability.** If any term or provision of this Agreement or the application thereof to any Participant or circumstance shall to any extent be invalid or unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect and the remainder of this Agreement, or the application of such term or provision to Participants or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10.10 **Acceptance.** By accepting this Agreement, the Participant: (a) acknowledges receipt of and represents that the Participant has read and is familiar with this Agreement and the Plan, (b) accepts the Award subject to all of the terms and conditions of this Agreement and the Plan, (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under this Agreement except as otherwise provided in this Agreement and (d) accepts the Confidentiality, Non-Interference, and Invention Assignment Agreement attached hereto as Annex A. The Participant acknowledges that there may be tax consequences upon the vesting and settlement of the PSUs or disposition of the underlying Shares and that the Participant has been advised to consult a tax advisor prior to such vesting, settlement or disposition.

Annex A

CONFIDENTIALITY, NON-INTERFERENCE, AND INVENTION ASSIGNMENT AGREEMENT

This CONFIDENTIALITY, NON-INTERFERENCE, AND INVENTION ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of [_____] by [_____] (“Employee”) for the benefit of The Hain Celestial Group, Inc., a Delaware corporation, and its subsidiaries and affiliates (collectively, the “Company”).

In consideration of Employee’s continued employment with the Company and remuneration received thereunder, and Employee’s receipt of the compensation now and hereafter paid to Employee by the Company, including Employee’s receipt of an award of Performance Share Units in accordance with the Performance Share Unit Agreement to which this Agreement is attached, the receipt and sufficiency of which are mutually acknowledged, Employee agrees as follows:

Section 1. Confidential Information.

(a) Company Information. Employee acknowledges that, during the course of Employee’s employment, Employee will have substantial access to, be provided with and inevitably will use confidential and proprietary information of the Company. In recognition of the foregoing, Employee agrees that, at all times during the Employment Period and thereafter, to hold in confidence, and not to use or to disclose to any Person without written authorization of the Company, for any reason or purpose whatsoever except as may be required in the ordinary course of performing Employee’s duties as an employee of the Company, any Confidential Information that Employee obtains or creates. Employee understands that “Confidential Information” means information in spoken, printed, electronic, or any other form or medium, that is not generally known publicly and is owned or maintained by the Company and/or has been acquired, developed, discovered or compiled by the Company at its great effort and expense, and that the Company wishes to maintain as confidential, that has value in or to the business of the Company. Employee understands that:

(i) Confidential Information includes, but is not limited to, any and all non-public information that relates to the actual or anticipated business and/or products or services, research, or development of the Company, or to the Company’s technical data, trade secrets, or know-how, including, but not limited to, business records, customer lists or compilations, terms of customer agreements, supplier or service information, pricing or cost information, marketing information, future products and strategies or plans, ideas, business opportunities, inventions, creations, enhancements, business operation information, financial information or personnel data, designs, drawings or inspections of premises, parts, equipment, or other Company property, any formula, recipe, manufacturing process, pattern, device and/or compilation of information that is used in the Company’s business and that gives the Company an advantage over its competitors, or other information regarding the Company’s products or services, markets, customers (including, but not limited to, customers of the Company on whom Employee called or with whom Employee may become acquainted during the Employment Period), software, processes, formulas, product specifications, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, policies, training manuals and similar materials used by the Company in conducting its business operations, potential business combinations, and other business information disclosed by the Company either directly or indirectly, in writing, electronically or orally, and other confidential or proprietary information created, used and/or obtained by Employee in the course of Employee’s employment with the Company;

(ii) Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Company or to Employee in the course of the Company's business subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes;

(iii) Confidential Information also includes other information of any existing or prospective customer or of any other Person that has entrusted information to the Company in confidence. Employee acknowledges that all Confidential Information is the sole and exclusive property of the Company. Employee further acknowledges that the Company's communication systems (such as email and voicemail) are maintained to assist in the conduct of the Company's business and that such systems and data exchanged or stored thereon are Company property; and

(iv) notwithstanding the foregoing, Confidential Information shall not include any of the foregoing items that have become publicly and widely known through no unauthorized disclosure by Employee or others who were under confidentiality obligations as to the item or items involved.

(b) Former Employer Information. Employee represents and warrants that Employee is not a party to any non-competition agreement or other contractual limitation that would interfere with or hinder Employee's ability to undertake the obligations and expectations of employment with the Company. Employee represents that Employee's performance of all of the terms of this Agreement as an employee of the Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge, or data acquired by Employee in confidence or trust prior to the commencement of Employee's employment with the Company, and Employee will not disclose to the Company, or induce the Company to use, any developments, or confidential information or material Employee may have obtained in connection with employment with any prior employer in violation of a confidentiality agreement, nondisclosure agreement, or similar agreement with such prior employer. If any prior employer asserts a claim that Employee's employment with the Company violates any contractual obligations owed by Employee, or that Employee has otherwise committed a breach of any contractual or other duty to a prior employer, the Company may immediately terminate Employee's employment. In the event of such a claim, the Company is not obligated to indemnify Employee for any damages or to provide a defense against such claims.

(c) Permitted Disclosure. This Agreement does not limit or interfere with Employee's right, without notice to or authorization of the Company, to communicate and cooperate in good faith with any self-regulatory organization or federal, state, or local governmental agency, commission, or entity (collectively, a "Government Entity") for the purpose of (i) reporting a possible violation of any federal, state, or local law or regulation, (ii) participating in any investigation or proceeding that may be conducted or managed by any Government Entity, including by providing documents or other information, or (iii) filing a charge or complaint with a Government Entity, provided that in each case, such communications, participation, and disclosures are consistent with applicable law. Additionally, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If Employee files a lawsuit for retaliation by an employer for reporting a suspected violation of law, Employee may disclose the trade secret to the Employee's attorney in such lawsuit and use the trade secret information in the court proceeding, if Employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. All disclosures permitted under this Section 1(c) are hereinafter

referred to as “Permitted Disclosures.” Notwithstanding the foregoing, under no circumstance will Employee be authorized to disclose any Confidential Information as to which the Company may assert protections from disclosure under the attorney-client privilege or the attorney work product doctrine, without prior written consent of Company’s General Counsel or other authorized officer designated by the Company.

Section 2. Developments.

All inventions, improvements, trade secrets, reports, manuals, computer programs, systems, educational and sales materials or other publications, and other ideas and materials developed or invented by Employee, including all tangible work product derived therefrom, during the Employment Period, either solely or in collaboration with others, which relate to the actual or anticipated business or research of the Company, which result from or are suggested by any work Employee may do for the Company, or which result from use of the Company’s premises or the Company’s or its customers’ property (collectively, the “Developments”) shall be the sole and exclusive property of the Company. Employee hereby assigns to the Company Employee’s entire right and interest in any such Developments. Employee agrees to promptly and fully disclose to the Company all Developments. At the request of the Company, Employee will, during and after the term of this Agreement, without charge to the Company but at the expense of the Company, assist the Company in any reasonable way to vest in the Company title to all such Developments, and to obtain any related patents, trademarks, or copyrights in all countries throughout the world. Employee will execute and deliver assignments and any other documents that the Company may reasonably request in connection with such assistance.

This Section 2 does not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on Employee’s own time, and (1) which does not relate (a) directly to the business of the Company or (b) to the Company’s actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by Employee for the Company.

Section 3. Returning Company Documents and Equipment.

At the time of the termination of Employee’s employment with the Company for any reason (or earlier if so requested), Employee will promptly deliver to the Company (and will not keep in Employee’s possession, recreate, copy, or deliver to anyone else) any and all Confidential Information and all other documents, materials, information, computer equipment, electronic equipment, mobile phones, and other property in Employee’s possession or control, created or received by Employee in connection with Employee’s employment or otherwise belonging to the Company (excluding documents related only to Employee’s compensation and employee benefits). Any property situated on the Company’s premises and owned by the Company (or any other member of the Company), including USB flash drives and other storage media, filing cabinets, and other work areas, is subject to inspection by the Company at any time with or without notice. Furthermore, at the time of termination, Employee will return all property of the Company in proper working order without any modification to device or data contained within it, and will provide all passwords or passcodes needed for the Company to access any electronic devices.

Section 4. Restrictions on Interfering.

(a) Non-Competition. During the Employment Period and the Post-Termination Restricted Period, Employee shall not, without the express written consent of the CEO of the Company, directly or indirectly, individually or on behalf of any Person, whether for compensation or otherwise, engage in any Competitive Activities in any jurisdiction in which the

Company engages in business and in relation to which Employee has had a material influence or material involvement, or obtained material Confidential Information.

(b) Non-Interference. During the Employment Period and the Post-Termination Restricted Period, Employee shall not, without the express written consent of the CEO of the Company, directly or indirectly, individually or on behalf of any Person, engage in Interfering Activities.

(c) Non-Disparagement. At all times during the Employment Period and thereafter, Employee shall not, directly or indirectly, individually or on behalf of any Person, induce or encourage others to make, publish, or communicate to any Person, any disparaging or defamatory comments regarding the Company, its businesses, its products or its services, or any of the Company's current or former directors, officers, or employees. However, nothing in this Section 4(c) shall prevent Employee from making a Permitted Disclosure as defined in Section 1(c).

(d) Definitions. For purposes of this Agreement:

(i) "Business Relation" shall mean any current or prospective customer, vendor, supplier or other business relation of the Company, or any such relation that was a customer, vendor, supplier, or other business relation within the prior twelve (12)-month period, in each case, with whom Employee, or persons reporting to Employee, had personal contact or dealings during the Employment Period.

(ii) "Competitive Activities" shall mean any activity in which the Employee directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, representative, partner, member, director, stockholder, officer, volunteer, intern, or any other similar position in a capacity similar to the position held by Employee with the Company, on behalf of or in association with a business engaged in the same or similar business as the Company, including, without limitation, any business activity related to the research, development, production, marketing, sale, or distribution of consumer goods or products that are the same as or substantially similar to the consumer goods or products then being, or that at any time in the prior twelve (12) months were being researched, developed, produced, marketed, sold or distributed by the Company, including but not limited to organic and natural products sold through specialty and natural food distributors, supermarkets, natural foods stores, mass-market and e-commerce retailers, food service channels, and club, drug, and convenience stores (the "Business"). Notwithstanding the foregoing, Competitive Activities are limited to such segments of the Company's Business for which Employee had responsibility or about which Employee learned Confidential Information during the last two (2) years of the Employment Period. Competitive Activities does not include purchasing or owning not in excess of three percent (3%) of the publicly traded securities of any corporation, or purchasing or owning stock, partnership interests, or other securities of any entity not in excess of three percent (3%) of any class of such securities, provided that such ownership represents a passive investment and Employee is not a controlling person of, or a member of a group that controls, such corporation.

(iii) "Employment Period" shall mean the period of Employee's employment with the Company.

(iv) "Interfering Activities" shall mean, directly or indirectly, (A) Soliciting, encouraging, enticing, causing, or inducing, or in any manner attempting to Solicit, encourage, entice, cause, or induce, any Person employed by, or providing consulting services or independent contractor services to, the Company and with whom Employee

had material contact (meaning an employee whom the Employee supervised, worked closely with, or directly reported to) within the last two (2) years of the Employment Period or about whom Employee had Confidential Information during the Employment Period to terminate such Person's employment or services (or in the case of a consultant or independent contractor, materially reducing such services) with the Company, or to work for a third party other than the Company, without the prior written consent of the Company; (B) hiring or engaging any Person who was employed by, or providing consulting or independent contractor services to, the Company within the six (6)-month period prior to the date of such hiring or engagement, and with whom Employee had material contact (meaning an employee whom the Employee supervised, worked closely with, or directly reported to) within the last two (2) years of the Employment Period or about whom Employee had Confidential Information during the Employment Period; or (C) Soliciting, encouraging, calling upon, directing, diverting, influencing, or inducing, or in any manner attempting to Solicit, encourage, call upon, direct, divert, influence, or induce, any Business Relation to cease doing business with or reduce the amount of business conducted with the Company, or in any way interfering with the relationship between any such Business Relation and the Company, including by convincing any such Business Relation to change or alter the terms of its existing or prospective contractual terms and conditions with the Company; or (D) on behalf of or in association with any Person, accepting business from a Business Relation in competition with the Business of the Company.

(v) "Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust (charitable or non-charitable), unincorporated organization, or other form of business entity.

(vi) "Post-Termination Restricted Period" shall mean the period commencing on the date of the termination of the Employee's employment with the Company for any reason, and ending on the date that is one (1) year following such date of termination.

(vii) "Solicit," "Soliciting," or "Solicitation" shall mean any direct or indirect communication of any kind, regardless of who initiates it, that in any way invites, advises, encourages, or requests any Person to take or refrain from taking any action.

Section 5. Reasonableness of Restrictions.

Employee acknowledges and recognizes the highly competitive nature of the Company's business, and agrees that access to Confidential Information renders Employee special and unique within the Company's industry, and that Employee will have the opportunity to develop substantial relationships of confidence, trust and goodwill with existing and prospective employees, customers, vendors, suppliers, and/or business partners of the Company during the course of and as a result of Employee's employment with the Company. In light of the foregoing, Employee recognizes and acknowledges that the restrictions and limitations set forth in this Agreement are reasonable and valid in geographic and temporal scope and in all other respects and are essential to protect the value of the Business, goodwill and assets of the Company. Employee further acknowledges that the Company competes worldwide, and that Employee's access to Confidential Information, including trade secrets, and the relationships Employee builds during Employee's employment make it necessary for the Company to restrict Employee's post-employment activities in any market in which the Company competes, and in which Employee's access to Confidential Information and the relationships Employee builds during Employee's employment could be used to the detriment of the Company. Employee further acknowledges that the restrictions and limitations set forth in this Agreement will not materially interfere with Employee's ability to earn a living following the termination of Employee's employment with the Company.

Section 6. Independence; Severability; Blue Pencil.

Each of the rights enumerated in this Agreement shall be independent of the others and shall be in addition to and not in lieu of any other rights and remedies available to the Company at law or in equity. If any of the provisions of this Agreement or any part of any of them is hereafter construed or adjudicated to be invalid or unenforceable in any respect, the same shall not affect the remainder of this Agreement, which shall be given full effect without regard to the invalid portions. If any of the covenants contained herein are held to be invalid or unenforceable because of the duration of such provisions or the area or scope covered thereby, the court making such determination shall have the power to modify the duration, scope, and/or area of such provision to the maximum and/or broadest duration, scope, and/or area permissible by law, and in its reduced form said provision shall then be enforceable. Such modification will apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

Section 7. Remedies.

Employee expressly acknowledges that any breach or threatened breach of any of the terms and/or conditions set forth in this Agreement may result in substantial, continuing, and irreparable injury to the Company, monetary relief would not compensate for such breach, and damages arising out of such a breach may be difficult to ascertain. Therefore, Employee agrees that, in addition to any other remedy that may be available to the Company, including but not limited to the remedies set forth in Section 6.4 of the Performance Share Unit Agreement, the Company has the right to seek temporary, preliminary, and/or permanent injunctive relief, specific performance, or other equitable relief from any court of competent jurisdiction in the event of any breach or threatened breach of the terms of this Agreement, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The Company may pursue any remedy available, including declaratory relief, concurrently or consecutively in any order, and the pursuit of one such remedy at any time will not be deemed an election of remedies or waiver of the right to pursue any other remedy. In addition, in the event of a breach by the Employee of any provision of this Agreement, the Company shall be entitled to the cessation of payment of any unpaid severance benefits and/or to seek repayment of any severance benefits paid to the Employee pursuant to any severance benefit agreement, plan, or program of the Company, as may be legally permissible. Notwithstanding any other provision to the contrary, the Post-Termination Restricted Period shall be tolled during any period of violation of any of the covenants in Section 4 of this Agreement.

Section 8. Cooperation.

Following any termination of Employee's employment, Employee will continue to provide reasonable cooperation to the Company and its counsel in connection with any investigation, administrative proceeding, or litigation relating to any matter that occurred during the Employment Period in which Employee was involved or of which Employee has knowledge. As a condition of such cooperation, the Company shall reimburse Employee for reasonable out-of-pocket expenses incurred at the request of the Company with respect to Employee's compliance with this Section 8. In the event Employee is subpoenaed by any person or entity (including, but not limited to, any Government Entity) to give testimony or provide documents (in a deposition, court proceeding, or otherwise), that in any way relates to Employee's employment by the Company, Employee will give prompt notice of such subpoena to the Company and will make no disclosure until the Company has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure. Nothing in this Section 8 shall limit Employee's right to make Permitted Disclosures as provided in Section 1(c).

Section 9. General Provisions.

(a) **GOVERNING LAW; WAIVER OF JURY TRIAL.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS, AND TO APPLICABLE FEDERAL LAW. EACH PARTY TO THIS AGREEMENT ALSO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE SUPREME COURT OF THE STATE OF NEW YORK, NASSAU COUNTY, OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK, OR IN ANY OTHER COURT OF COMPETENT JURISDICTION IN AND FOR THE STATE OF NEW YORK, NASSAU COUNTY, AND THE PARTIES AGREE TO THE PERSONAL JURISDICTION THEREOF. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY OBJECTION THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION IN SUCH COURT(S), AND FURTHER IRREVOCABLY WAIVE ANY CLAIM THEY MAY NOW OR HEREAFTER HAVE THAT ANY SUCH ACTION BROUGHT IN SUCH COURT(S) HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and Employee relating to the subject matter herein and supersedes all prior and contemporaneous negotiations, discussions, correspondence, communications, understandings, agreements, representations, promises, and any other statements, both written and oral, between the parties relating to the subject matter of this Agreement, except for any agreement between the Company and Employee addressing the use of confidential information or competitive activities post-employment which agreements shall remain in full force and effect. The failure of either the Company or Employee, whether purposeful or otherwise, to exercise in any instance any right, power, or privilege under this Agreement or under law shall not constitute a waiver of the same or any other right, power, or privilege in any other instance. Any waiver or modification by the Company or by Employee must be in writing and signed by either Employee, if Employee is seeking to waive any of Employee's rights under this Agreement, or by the CEO of the Company, if the Company is seeking to waive any of its rights under this Agreement. Any subsequent change or changes in Employee's duties, obligations, rights, or compensation will not affect the validity or scope of this Agreement.

(c) **Successors and Assigns.** This Agreement will be binding upon Employee's heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. This Agreement may be assigned by the Company without Employee's consent to any subsidiary or affiliate of the Company as well as to any purchaser of all or substantially all of the assets or business of the Company, whether by purchase, merger, or other similar corporate transaction. Employee's obligations under this Agreement may not be delegated, and Employee may not assign or otherwise transfer this Agreement or any part hereof. Any purported assignment by Employee shall be null and void from the initial date of purported assignment. This Agreement is for the sole benefit of the Company and the Employee and their respective successors and permitted assigns and not for the benefit of, or enforceable by, any third party.

(d) **Acknowledgment.** Employee acknowledges that Employee has had adequate time to consider the terms of this Agreement, has knowingly and voluntarily entered into this Agreement and has been advised by the Company to seek the advice of independent counsel

prior to reaching agreement with the Company on any of the terms of this Agreement. No rule of construction shall apply to this Agreement which construes ambiguous language in favor of or against any party by reason of that party's role in drafting this Agreement.

(e) Survival. The provisions of this Agreement shall survive the termination of Employee's employment with the Company and/or the assignment of this Agreement by the Company to any successor in interest or other assignee.

(f) Section Headings. Section and subsection headings are inserted for convenience only and shall not limit, expand, or alter the meaning or interpretation of this Agreement.

The Hain Celestial Group, Inc.
Performance Share Unit Agreement

This Performance Share Unit Agreement (this “**Agreement**”) is dated as of [_____] (the “**Grant Date**”) and sets forth the terms of an award of performance share units (“**Performance Share Units**” or “**PSUs**”) by The Hain Celestial Group, Inc., a Delaware corporation (the “**Company**”), to [_____] (the “**Participant**”).

WHEREAS, the Company has adopted The Hain Celestial Group, Inc. Amended and Restated 2002 Long Term Incentive and Stock Award Plan (the “**Plan**”), the provisions of which are incorporated herein by reference; and

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the “**Compensation Committee**”) or its delegate has determined that it is in the best interests of the Company and its shareholders to grant the award of Performance Share Units provided for herein, with the award to constitute an Award of Performance Units under the Plan.

1. **DEFINITIONS AND CONSTRUCTION.**

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Plan. The following terms have the following definitions:

- “**Cause**” has the meaning set forth in the Change in Control Agreement between the Company and the Participant (the “**Change in Control Agreement**”) or if none, the employment agreement between the Company and the Participant, in each case, then in effect, or if the Participant is not party to any such agreement or such term is not defined in any such agreement then “Cause” shall mean the occurrence of any of the following events: (i) any material violation by the Participant of any law or regulation applicable to the Company or its Affiliates; (ii) the Participant’s commission of, plea of guilty or nolo contendere to, or indictment for, a felony or any other crime involving moral turpitude; (iii) the Participant’s commission of an act of personal dishonesty in connection with the Company or any other entity having a business relationship with the Company; (iv) any breach by the Participant of any written agreement between the Company and the Participant, or the terms of the Participant’s service as an employee of the Company, including, without limitation, the breach of any written non-competition, non-solicitation, invention assignment, confidentiality or similar written restrictive covenants; (v) the Participant’s violation of the written policies of the Company, commission of sexual harassment, or any other conduct causing the Company or any of its Subsidiaries public disgrace or disrepute or economic harm; (vi) reporting to work under the influence of alcohol or illegal drugs or the use of illegal drugs (whether or not at the workplace); or (vii) a willful failure to substantially perform the Participant’s duties and obligations to the Company and its Subsidiaries, other than failure resulting from complete or partial incapacity due to physical or mental illness or impairment; provided, that clause (vii) shall constitute “Cause” only if the Participant fails to cure such event (if curable) within ten (10) business days after receipt from the Company of written notice specifying the Participant’s actions that constitute Cause.
- “**Disability**” has the meaning set forth in the Change in Control Agreement between the Company and the Participant or if none, the employment agreement between the Company and the Participant, in each case, then in effect, or if the Participant is not party to any such agreement or such term is not defined in any such agreement then

“Disability” shall mean the permanent and total disability of the Participant within the meaning of Section 22(e)(3) of the Code.

- **“Good Reason”** has the meaning set forth in the Change in Control Agreement between the Company and the Participant or if none, the employment agreement between the Company and the Participant, in each case, then in effect, or if the Participant is not party to any such agreement or such term is not defined in any such agreement then “Good Reason” shall mean the occurrence of any of the following events, without the express written consent of the Participant: (i) a material diminution in the Participant’s duties or responsibilities, excluding for this purpose any diminution during any period of the Participant’s incapacity or Disability, so long as such diminution ceases upon the cessation of the Participant’s incapacity or Disability; or (ii) a reduction in the Participant’s annual base salary; provided, that the Participant may not terminate the Participant’s employment for Good Reason unless: (a) the Participant provides the Board with written notice of the event constituting Good Reason within thirty (30) days following the Participant’s initial knowledge of such event, which notice shall specify the facts and circumstances constituting Good Reason, (b) the Company fails to cure such event within thirty (30) days following receipt by the Board of such written notice, and (c) the Participant actually resigns for Good Reason no later than thirty (30) days following the expiration of such thirty (30) day cure period.

1.2 **Construction.** References herein to the Participant’s employment or employment arrangements with the Company shall be deemed to refer to employment with the Company or any of its Subsidiaries or Affiliates. Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

2. ADMINISTRATION.

In accordance with Section 3 of the Plan, all questions of interpretation concerning this Agreement shall be determined by the Compensation Committee. All determinations by the Compensation Committee made reasonably and in good faith shall be final and binding upon all persons having an interest in this Award.

3. THE AWARD.

3.1 **Grant of Performance Share Units.** On the Grant Date, the Participant has been granted a right, evidenced by the number of Performance Share Units set forth in Section 4, to receive Shares based on the terms and conditions set forth in this Agreement, which will be earned and vested (or not) as set forth in Section 4. Each Performance Share Unit represents a contingent right to receive one (1) Share on the Vesting Date (as defined below).

3.2 **No Monetary Payment Required.** The Participant is not required to make any monetary payment (other than applicable tax withholding, if any) as a condition to receiving the PSUs or Shares issued upon settlement of the PSUs, the consideration for which shall be past services actually rendered and/or future services to be rendered to the Company or for its benefit. Notwithstanding the foregoing, if required by applicable state corporate law, the Participant shall furnish consideration in the form of cash or past services rendered to the Company or for its benefit having a value not less than the par value of the Shares issued upon settlement of the PSUs.

3.3 **Confidentiality, Non-Interference, and Invention Assignment Agreement.** As a condition to the grant of the PSUs pursuant to this Agreement, the Participant accepts the Confidentiality, Non-Interference, and Invention Assignment Agreement attached hereto as Annex A.

4. **VESTING OF PERFORMANCE SHARE UNITS.**

4.1 **Performance Based Vesting.** The target number of PSUs that may be earned by the Participant is [_____] PSUs (the “**Target Number of PSUs**”). Subject to the time-based vesting requirements set forth in Section 4.3, the number of PSUs that will be conditionally earned based on Company performance shall be based upon the Company’s Total Shareholder Return percentile rank versus the S&P Food & Beverage Select Industry Index over the Performance Period (each as defined below), as follows:

Percentile Rank of the Company’s Total Shareholder Return Versus the S&P Food & Beverage Select Industry Index Over the Performance Period	PSUs Earned Based on Company Performance (% of Target Number of PSUs)
Below 30 th Percentile	0% of Target Number of PSUs
30 th Percentile	50% of Target Number of PSUs
51 st Percentile	100% of Target Number of PSUs
75 th Percentile or Greater	200% of Target Number of PSUs

Percentile rank will be determined using the formula **Percentile rank = $r / (n-1)$** , where “r” is the number of companies with a Total Shareholder Return lower than the Company, and “n” is the total number of companies in the S&P Food & Beverage Select Industry Index (including the Company).

Straight-line interpolation shall apply between performance levels, rounded to the nearest whole number of PSUs using normal rounding. By way of example only, a percentile rank of the 45th percentile would result in 85.71% of the Target Number of PSUs being earned, and a percentile rank of the 55th percentile would result in 116.67% of the Target Number of PSUs being earned.

For the avoidance of doubt, no PSUs will be earned if the Company’s Total Shareholder Return percentile rank versus the S&P Food & Beverage Select Industry Index over the Performance Period is below the 30th percentile, and the maximum number of PSUs that may be earned is 200% of the Target Number of PSUs.

In addition to the performance vesting requirements described in this Section 4.1, the PSUs shall be subject to the time-based vesting requirements set forth in Section 4.3 below.

4.2 **Determination of Total Shareholder Return.** The following definitions and parameters shall govern the application of Section 4.1 and the determination of a company’s Total Shareholder Return:

- “**Date of Determination**” means the earlier of (A) September 6, 2025; (B) the date the Participant’s employment is terminated by reason of death or Disability; or (C) the effective date of a Change in Control.

- “**Ending Average Share Price**” means the average of the daily closing prices per share of a company’s stock for the 20 trading days ending on and including the applicable Date of Determination, except that in the event of a Change in Control, the Company’s Ending Average Share Price will be equal to the value of the consideration paid or exchanged for a Share pursuant to the terms of the Change in Control. For avoidance of doubt, in the event of a Change in Control, the Company’s Ending Average Share Price will not be based on the average of the daily closing prices on the 20 trading days ending on the Date of Determination as described above.
- “**Initial Share Price**” means the closing price of a share of a company’s stock on September 6, 2022.
- “**Performance Period**” means the period beginning on September 7, 2022 and ending on the Date of Determination.
- “**S&P Food & Beverage Select Industry Index**” means the companies constituting the S&P Food & Beverage Select Industry Index as of the beginning of the Performance Period, which companies are listed in Annex B. Any component company of the S&P Food & Beverage Select Industry Index that is acquired or taken private at any time during the Performance Period will be eliminated from the S&P Food & Beverage Select Industry Index for the entire Performance Period. Any component company of the S&P Food & Beverage Select Industry Index that is liquidated or no longer publicly traded due to filing for bankruptcy protection at any time during the Performance Period will be ranked at the bottom for purposes of determining percentile rank. There will be no adjustments to account for any other changes to the S&P Food & Beverage Select Industry Index during the Performance Period.
- “**Total Shareholder Return**” means a company’s total shareholder return during the Performance Period, which will be calculated as (i) the Ending Average Share Price minus the Initial Share Price plus reinvested dividends, *divided by* (ii) the Initial Share Price. No adjustments to Total Shareholder Return shall be made for stock issuances or stock buybacks during the Performance Period.

The Compensation Committee shall have the right to make all determinations required by Section 4.1 and this Section 4.2 in its sole discretion.

4.3 Time-Based Vesting. Any PSUs conditionally earned based on Company performance under Section 4.1 shall become vested and earned on the following vesting dates (each such date a “**Vesting Date**”):

(a) Continuous Employment Through September 6, 2025. If the Participant remains in the continuous employment of the Company through September 6, 2025 (including on or after a Change in Control), then 100% of the PSUs conditionally earned based on Company performance under Section 4.1 shall become vested and earned on September 6, 2025.

(b) Death or Disability. If, prior to September 6, 2025, the Participant’s employment with the Company is terminated by reason of death or Disability (including on or after a Change in Control), then a portion of the PSUs conditionally earned based on Company performance under Section 4.1 shall become vested and earned on the date of such death or Disability, with the number of PSUs that become vested and earned prorated based on the number of days the Participant spent on the active payroll during the Performance Period

divided by the total number of days in the Performance Period assuming the Performance Period were to end on September 6, 2025.

(c) **Qualifying Termination On or After Change in Control.** If, prior to September 6, 2025 and on or after a Change in Control, the Participant's employment with the Company is terminated by the Company without Cause or by the Participant for Good Reason (each of which shall be a "**Change in Control Qualifying Termination**"), then 100% of the PSUs conditionally earned based on Company performance under Section 4.1 shall become vested and earned on the date of the Change in Control Qualifying Termination.

(d) For the avoidance of doubt, if the Participant's employment is terminated prior to September 6, 2025 for any reason other than the Participant's death or Disability or a Change in Control Qualifying Termination, then the PSUs shall be immediately forfeited and cancelled without consideration.

4.4 Definition of Change in Control. Change in Control for purposes of this Agreement has the meaning set forth in the Change in Control Agreement between the Company and the Participant or if none, the employment agreement between the Company and the Participant, in each case, then in effect, or if the Participant is not party to any such agreement or such term is not defined in any such agreement then "Change in Control" shall mean the occurrence of:

(a) the acquisition by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 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 of 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 (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 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, 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) the stockholders of the Company approve a complete liquidation or dissolution of the Company.

“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.

5. **DIVIDENDS CREDITED ON THE PERFORMANCE SHARE UNITS.**

5.1 The PSUs will earn dividend equivalents in the form of additional PSUs. Specifically, as of each dividend payment date for Company common stock during the period beginning on the Grant Date and ending on the Vesting Date, the Participant’s account will be credited with additional PSUs (“**Dividend Equivalent PSUs**”) equal in number, at 100% of target, to the number of Shares that could be bought with the cash dividends that would be paid on the PSUs if each of the Target Number of PSUs was a Share, rounded to a whole number of Dividend Equivalent PSUs using normal rounding.

5.2 The number of Shares that could be bought with the cash dividends will be calculated based on the Fair Market Value (as defined below) of Company common stock on the applicable dividend payment date. For purposes of this Agreement, “**Fair Market Value**” means the average of the high and the low per Share trading prices for Company common stock as reported in The Wall Street Journal for the specific dividend payment date, or in such other source as the Company deems reliable.

5.3 Dividend Equivalent PSUs will vest at the same time and in the same manner as the PSUs with which they are associated, with the number of PSUs that may become vested and earned with respect to the Dividend Equivalent PSUs ranging from 0% to 200% of the number of Dividend Equivalent PSUs.

6. **SETTLEMENT OF THE AWARD; FORFEITURE AND CLAWBACK; CERTAIN CORPORATE POLICIES.**

6.1 **Issuance of Shares.** Subject to the provisions of Section 6.3 and Section 7, promptly following the Vesting Date, the Company shall issue to the Participant in settlement of the PSUs, the number of Shares equal to one (1) Share for each PSU that is vested and earned pursuant to Section 4.1 and 4.3, and all PSUs will terminate and cease to be outstanding upon such issuance of Shares. The Participant understands and agrees that the administration of the issuance of Shares may take up to 15 days following the Vesting Date.

6.2 **Mechanics of Issuance of Shares.** The Participant hereby authorizes the Company, in its sole discretion, to deposit for the benefit of the Participant with any broker with

which the Participant has an account relationship of which the Company has notice (including any broker that administers the Company's equity award plans) any or all Shares acquired by the Participant pursuant to the settlement of the Award. Except as provided by the preceding sentence, a certificate for the Shares as to which the Award is settled shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

6.3 **Securities Laws and Other Laws.** The grant of the Award and issuance of Shares upon settlement of the Award shall be subject to compliance with all applicable requirements of federal, state or foreign law, including securities laws and regulations.

6.4 **Forfeiture and Clawback.** In the event the Participant breaches the Confidentiality, Non-Interference, and Invention Assignment Agreement attached hereto as Annex A, then the Company shall have the right to (a) deem all PSUs which have not vested to be canceled and rescinded, and forfeited by the Participant, and (b) require the Participant to return to the Company any Shares issued to the Participant upon settlement of the PSUs during the two (2) years prior to such breach and pay to the Company any proceeds realized as a result of the Participant's sale of Shares issued to the Participant upon settlement of the PSUs during the two (2) years prior to such breach, in each case within thirty (30) days following the Company's request for such return or payment.

6.5 **Certain Corporate Policies Applicable to Executive Officers and Executive Vice Presidents.** If the Participant is an Executive Officer of the Company, the Participant (1) acknowledges that that the Participant has received, read and understands The Hain Celestial Group, Inc. Compensation Recoupment Policy (the "**Clawback Policy**"), which applies to Incentive Compensation (as defined in the Clawback Policy), and (2) agrees that any applicable award agreement, including this Agreement, or other document setting forth the terms and conditions of any Incentive Compensation (as defined in the Clawback Policy) shall be deemed to include the restrictions imposed by the Clawback Policy and incorporate it by reference and, in the event of any inconsistency, the terms of the Clawback Policy will govern. If the Participant is an Executive Officer or other Executive Vice President of the Company, the Participant (1) acknowledges that that the Participant has received, read and understands The Hain Celestial Group, Inc. Executive Stock Ownership Guidelines (the "**Ownership Guidelines**"), and (2) agrees that the Ownership Guidelines apply to the Participant.

7. **TAX IMPLICATIONS.**

7.1 **In General.** The Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Company (or its Affiliate or Subsidiary), if any, which arise in connection with this Award, the vesting of PSUs or the issuance of Shares in settlement thereof (the "**Tax Liability**"). These requirements may change from time to time as laws or interpretations change. Regardless of the Company's (or its Affiliate's or Subsidiary's) actions in this regard, the Participant hereby acknowledges and agrees that the Tax Liability shall be the Participant's responsibility and liability.

7.2 **Withholding in Shares.** The Company may satisfy all or any portion of tax withholding obligations by deducting from the Shares otherwise deliverable to the Participant in settlement of the Award a number of whole Shares having a fair market value, as determined by the Company as of the date on which the tax withholding obligations arise, not in excess of the amount of such tax withholding obligations determined by the applicable maximum statutory withholding rates.

8. **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.**

The Compensation Committee may make adjustments in accordance with Section 4(d) of the Plan.

9. **NO RIGHTS AS A STOCKHOLDER OR EMPLOYEE.**

The Participant shall have no rights as a stockholder with respect to any PSUs until the date of the issuance of the Shares in settlement thereof. No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date the Shares are issued, except as provided in Sections 5 and 8. The Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between the Company and the Participant, the Participant's employment is "at will" and is for no specified term. Nothing in this Agreement shall confer upon the Participant any right to continue in the employment of the Company or any Subsidiary or interfere in any way with any right of such entities to terminate the Participant's employment at any time.

10. **MISCELLANEOUS PROVISIONS.**

10.1 **Termination or Amendment.** The Board may terminate or amend the Plan or this Agreement at any time; provided, however, that no such termination or amendment may adversely affect the Participant's rights under this Agreement without the consent of the Participant unless such termination or amendment is necessary to comply with applicable law or government regulation, including, but not limited to, Section 409A of the Code. No amendment or addition to this Agreement shall be effective unless in writing.

10.2 **Nontransferability of the Award.** Prior to the issuance of Shares on settlement of the Award, neither this Award nor any PSUs subject to this Award shall be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

10.3 **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

10.4 **Binding Effect.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

10.5 **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by the Company, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, if to the Company at 1111 Marcus Avenue, Lake Success, NY 11042, Attention: General Counsel, and if to the Participant at the home address of the Participant on file with the Company.

(a) **Description of Electronic Delivery.** The Plan documents, which may include but do not necessarily include: the Plan, this Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, the Participant may deliver electronically the Agreement to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company.

(b) **Consent to Electronic Delivery and Execution.** The Participant acknowledges that the Participant has read Section 10.5 of this Agreement and consents to the electronic delivery of the Plan documents, as described in Section 10.5(a). The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery or execution of such documents fails. The Participant may revoke his or her consent to the electronic delivery of documents described in Section 10.5(a) or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described in Section 10.5(a). Electronic acceptance of this Agreement and any annexes shall have the same binding effect as a written or hard copy signature and accordingly, shall bind the Participant and the Company to all of the terms and conditions set forth in this Agreement and any annexes.

10.6 **Integrated Agreement.** This Agreement and the Plan shall constitute the entire understanding and agreement of the Participant and the Company with respect to the subject matter contained herein or therein and supersedes any prior agreements, understandings, restrictions, representations, or warranties between the Participant and the Company with respect to such subject matter other than those as set forth or provided for herein or therein. To the extent contemplated herein or therein, the provisions of the Agreement shall survive any settlement of the Award and shall remain in full force and effect.

10.7 **Section 409A.** This Agreement and the PSUs granted hereunder are intended to fit within the "short-term deferral" exemption from Section 409A of the Code as set forth in Treasury Regulation Section 1.409A-1(b)(4). In administering this Agreement, the Company shall interpret this Agreement in a manner consistent with such exemption. Notwithstanding the foregoing, if it is determined that the PSUs fail to satisfy the requirements of the short-term deferral rule and are otherwise deferred compensation subject to Section 409A, and if the Participant is a "Specified Employee" (within the meaning set forth Section 409A(a)(2)(B)(i) of the Code) as of the date of the Participant's separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), then the issuance of any Shares that would otherwise be made upon the date of the separation from service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the separation from service, but if and only if such delay in the issuance of the Shares is necessary to avoid the imposition of additional taxation on the Participant in respect of the Shares under Section 409A of the Code. Each installment of Shares that vests is intended to

constitute a “separate payment” for purposes of Section 409A of the Code and Treasury Regulation Section 1.409A-2(b)(2).

10.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict of laws provisions. The parties agree that any action or proceeding with respect to this Agreement shall be brought exclusively in the Supreme Court of the State of New York, Nassau County, or in the United States District Court for the Eastern District of New York, or in any other court of competent jurisdiction in and for the State of New York, Nassau County and the parties agree to the personal jurisdiction thereof. The parties hereby irrevocably waive any objection they may now or hereafter have to the laying of venue of any such action in such court(s), and further irrevocably waive any claim they may now or hereafter have that any such action brought in such court(s) has been brought in an inconvenient forum. The parties agree that, if any dispute or controversy arising from or relating to this agreement is submitted for adjudication to any court, all issues of fact shall be tried without a jury.

10.9 Severability. If any term or provision of this Agreement or the application thereof to any Participant or circumstance shall to any extent be invalid or unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect and the remainder of this Agreement, or the application of such term or provision to Participants or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10.10 Acceptance. By accepting this Agreement, the Participant: (a) acknowledges receipt of and represents that the Participant has read and is familiar with this Agreement and the Plan, (b) accepts the Award subject to all of the terms and conditions of this Agreement and the Plan, (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under this Agreement except as otherwise provided in this Agreement and (d) accepts the Confidentiality, Non-Interference, and Invention Assignment Agreement attached hereto as Annex A. The Participant acknowledges that there may be tax consequences upon the vesting and settlement of the PSUs or disposition of the underlying Shares and that the Participant has been advised to consult a tax advisor prior to such vesting, settlement or disposition.

Annex A

CONFIDENTIALITY, NON-INTERFERENCE, AND INVENTION ASSIGNMENT AGREEMENT

This CONFIDENTIALITY, NON-INTERFERENCE, AND INVENTION ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of [_____] by [_____] (“Employee”) for the benefit of The Hain Celestial Group, Inc., a Delaware corporation, and its subsidiaries and affiliates (collectively, the “Company”).

In consideration of Employee’s continued employment with the Company and remuneration received thereunder, and Employee’s receipt of the compensation now and hereafter paid to Employee by the Company, including Employee’s receipt of an award of Performance Share Units in accordance with the Performance Share Unit Agreement to which this Agreement is attached, the receipt and sufficiency of which are mutually acknowledged, Employee agrees as follows:

Section 1. Confidential Information.

(a) Company Information. Employee acknowledges that, during the course of Employee’s employment, Employee will have substantial access to, be provided with and inevitably will use confidential and proprietary information of the Company. In recognition of the foregoing, Employee agrees that, at all times during the Employment Period and thereafter, to hold in confidence, and not to use or to disclose to any Person without written authorization of the Company, for any reason or purpose whatsoever except as may be required in the ordinary course of performing Employee’s duties as an employee of the Company, any Confidential Information that Employee obtains or creates. Employee understands that “Confidential Information” means information in spoken, printed, electronic, or any other form or medium, that is not generally known publicly and is owned or maintained by the Company and/or has been acquired, developed, discovered or compiled by the Company at its great effort and expense, and that the Company wishes to maintain as confidential, that has value in or to the business of the Company. Employee understands that:

(i) Confidential Information includes, but is not limited to, any and all non-public information that relates to the actual or anticipated business and/or products or services, research, or development of the Company, or to the Company’s technical data, trade secrets, or know-how, including, but not limited to, business records, customer lists or compilations, terms of customer agreements, supplier or service information, pricing or cost information, marketing information, future products and strategies or plans, ideas, business opportunities, inventions, creations, enhancements, business operation information, financial information or personnel data, designs, drawings or inspections of premises, parts, equipment, or other Company property, any formula, recipe, manufacturing process, pattern, device and/or compilation of information that is used in the Company’s business and that gives the Company an advantage over its competitors, or other information regarding the Company’s products or services, markets, customers (including, but not limited to, customers of the Company on whom Employee called or with whom Employee may become acquainted during the Employment Period), software, processes, formulas, product specifications, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, policies, training manuals and similar materials used by the Company in conducting its business operations, potential business combinations, and other business information disclosed by the Company either directly or indirectly, in writing, electronically or orally, and other confidential or proprietary information created, used and/or obtained by Employee in the course of Employee’s employment with the Company;

(ii) Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Company or to Employee in the course of the Company's business subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes;

(iii) Confidential Information also includes other information of any existing or prospective customer or of any other Person that has entrusted information to the Company in confidence. Employee acknowledges that all Confidential Information is the sole and exclusive property of the Company. Employee further acknowledges that the Company's communication systems (such as email and voicemail) are maintained to assist in the conduct of the Company's business and that such systems and data exchanged or stored thereon are Company property; and

(iv) notwithstanding the foregoing, Confidential Information shall not include any of the foregoing items that have become publicly and widely known through no unauthorized disclosure by Employee or others who were under confidentiality obligations as to the item or items involved.

(b) Former Employer Information. Employee represents and warrants that Employee is not a party to any non-competition agreement or other contractual limitation that would interfere with or hinder Employee's ability to undertake the obligations and expectations of employment with the Company. Employee represents that Employee's performance of all of the terms of this Agreement as an employee of the Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge, or data acquired by Employee in confidence or trust prior to the commencement of Employee's employment with the Company, and Employee will not disclose to the Company, or induce the Company to use, any developments, or confidential information or material Employee may have obtained in connection with employment with any prior employer in violation of a confidentiality agreement, nondisclosure agreement, or similar agreement with such prior employer. If any prior employer asserts a claim that Employee's employment with the Company violates any contractual obligations owed by Employee, or that Employee has otherwise committed a breach of any contractual or other duty to a prior employer, the Company may immediately terminate Employee's employment. In the event of such a claim, the Company is not obligated to indemnify Employee for any damages or to provide a defense against such claims.

(c) Permitted Disclosure. This Agreement does not limit or interfere with Employee's right, without notice to or authorization of the Company, to communicate and cooperate in good faith with any self-regulatory organization or federal, state, or local governmental agency, commission, or entity (collectively, a "Government Entity") for the purpose of (i) reporting a possible violation of any federal, state, or local law or regulation, (ii) participating in any investigation or proceeding that may be conducted or managed by any Government Entity, including by providing documents or other information, or (iii) filing a charge or complaint with a Government Entity, provided that in each case, such communications, participation, and disclosures are consistent with applicable law. Additionally, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If Employee files a lawsuit for retaliation by an employer for reporting a suspected violation of law, Employee may disclose the trade secret to the Employee's attorney in such lawsuit and use the trade secret information in the court proceeding, if Employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. All disclosures permitted under this Section 1(c) are hereinafter

referred to as “Permitted Disclosures.” Notwithstanding the foregoing, under no circumstance will Employee be authorized to disclose any Confidential Information as to which the Company may assert protections from disclosure under the attorney-client privilege or the attorney work product doctrine, without prior written consent of Company’s General Counsel or other authorized officer designated by the Company.

Section 2. Developments.

All inventions, improvements, trade secrets, reports, manuals, computer programs, systems, educational and sales materials or other publications, and other ideas and materials developed or invented by Employee, including all tangible work product derived therefrom, during the Employment Period, either solely or in collaboration with others, which relate to the actual or anticipated business or research of the Company, which result from or are suggested by any work Employee may do for the Company, or which result from use of the Company’s premises or the Company’s or its customers’ property (collectively, the “Developments”) shall be the sole and exclusive property of the Company. Employee hereby assigns to the Company Employee’s entire right and interest in any such Developments. Employee agrees to promptly and fully disclose to the Company all Developments. At the request of the Company, Employee will, during and after the term of this Agreement, without charge to the Company but at the expense of the Company, assist the Company in any reasonable way to vest in the Company title to all such Developments, and to obtain any related patents, trademarks, or copyrights in all countries throughout the world. Employee will execute and deliver assignments and any other documents that the Company may reasonably request in connection with such assistance.

This Section 2 does not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on Employee’s own time, and (1) which does not relate (a) directly to the business of the Company or (b) to the Company’s actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by Employee for the Company.

Section 3. Returning Company Documents and Equipment.

At the time of the termination of Employee’s employment with the Company for any reason (or earlier if so requested), Employee will promptly deliver to the Company (and will not keep in Employee’s possession, recreate, copy, or deliver to anyone else) any and all Confidential Information and all other documents, materials, information, computer equipment, electronic equipment, mobile phones, and other property in Employee’s possession or control, created or received by Employee in connection with Employee’s employment or otherwise belonging to the Company (excluding documents related only to Employee’s compensation and employee benefits). Any property situated on the Company’s premises and owned by the Company (or any other member of the Company), including USB flash drives and other storage media, filing cabinets, and other work areas, is subject to inspection by the Company at any time with or without notice. Furthermore, at the time of termination, Employee will return all property of the Company in proper working order without any modification to device or data contained within it, and will provide all passwords or passcodes needed for the Company to access any electronic devices.

Section 4. Restrictions on Interfering.

(a) Non-Competition. During the Employment Period and the Post-Termination Restricted Period, Employee shall not, without the express written consent of the CEO of the Company, directly or indirectly, individually or on behalf of any Person, whether for compensation or otherwise, engage in any Competitive Activities in any jurisdiction in which the

Company engages in business and in relation to which Employee has had a material influence or material involvement, or obtained material Confidential Information.

(b) Non-Interference. During the Employment Period and the Post-Termination Restricted Period, Employee shall not, without the express written consent of the CEO of the Company, directly or indirectly, individually or on behalf of any Person, engage in Interfering Activities.

(c) Non-Disparagement. At all times during the Employment Period and thereafter, Employee shall not, directly or indirectly, individually or on behalf of any Person, induce or encourage others to make, publish, or communicate to any Person, any disparaging or defamatory comments regarding the Company, its businesses, its products or its services, or any of the Company's current or former directors, officers, or employees. However, nothing in this Section 4(c) shall prevent Employee from making a Permitted Disclosure as defined in Section 1(c).

(d) Definitions. For purposes of this Agreement:

(i) "Business Relation" shall mean any current or prospective customer, vendor, supplier or other business relation of the Company, or any such relation that was a customer, vendor, supplier, or other business relation within the prior twelve (12)-month period, in each case, with whom Employee, or persons reporting to Employee, had personal contact or dealings during the Employment Period.

(ii) "Competitive Activities" shall mean any activity in which the Employee directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, representative, partner, member, director, stockholder, officer, volunteer, intern, or any other similar position in a capacity similar to the position held by Employee with the Company, on behalf of or in association with a business engaged in the same or similar business as the Company, including, without limitation, any business activity related to the research, development, production, marketing, sale, or distribution of consumer goods or products that are the same as or substantially similar to the consumer goods or products then being, or that at any time in the prior twelve (12) months were being researched, developed, produced, marketed, sold or distributed by the Company, including but not limited to organic and natural products sold through specialty and natural food distributors, supermarkets, natural foods stores, mass-market and e-commerce retailers, food service channels, and club, drug, and convenience stores (the "Business"). Notwithstanding the foregoing, Competitive Activities are limited to such segments of the Company's Business for which Employee had responsibility or about which Employee learned Confidential Information during the last two (2) years of the Employment Period. Competitive Activities does not include purchasing or owning not in excess of three percent (3%) of the publicly traded securities of any corporation, or purchasing or owning stock, partnership interests, or other securities of any entity not in excess of three percent (3%) of any class of such securities, provided that such ownership represents a passive investment and Employee is not a controlling person of, or a member of a group that controls, such corporation.

(iii) "Employment Period" shall mean the period of Employee's employment with the Company.

(iv) "Interfering Activities" shall mean, directly or indirectly, (A) Soliciting, encouraging, enticing, causing, or inducing, or in any manner attempting to Solicit, encourage, entice, cause, or induce, any Person employed by, or providing consulting services or independent contractor services to, the Company and with whom Employee

had material contact (meaning an employee whom the Employee supervised, worked closely with, or directly reported to) within the last two (2) years of the Employment Period or about whom Employee had Confidential Information during the Employment Period to terminate such Person's employment or services (or in the case of a consultant or independent contractor, materially reducing such services) with the Company, or to work for a third party other than the Company, without the prior written consent of the Company; (B) hiring or engaging any Person who was employed by, or providing consulting or independent contractor services to, the Company within the six (6)-month period prior to the date of such hiring or engagement, and with whom Employee had material contact (meaning an employee whom the Employee supervised, worked closely with, or directly reported to) within the last two (2) years of the Employment Period or about whom Employee had Confidential Information during the Employment Period; or (C) Soliciting, encouraging, calling upon, directing, diverting, influencing, or inducing, or in any manner attempting to Solicit, encourage, call upon, direct, divert, influence, or induce, any Business Relation to cease doing business with or reduce the amount of business conducted with the Company, or in any way interfering with the relationship between any such Business Relation and the Company, including by convincing any such Business Relation to change or alter the terms of its existing or prospective contractual terms and conditions with the Company; or (D) on behalf of or in association with any Person, accepting business from a Business Relation in competition with the Business of the Company.

(v) "Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust (charitable or non-charitable), unincorporated organization, or other form of business entity.

(vi) "Post-Termination Restricted Period" shall mean the period commencing on the date of the termination of the Employee's employment with the Company for any reason, and ending on the date that is one (1) year following such date of termination.

(vii) "Solicit," "Soliciting," or "Solicitation" shall mean any direct or indirect communication of any kind, regardless of who initiates it, that in any way invites, advises, encourages, or requests any Person to take or refrain from taking any action.

Section 5. Reasonableness of Restrictions.

Employee acknowledges and recognizes the highly competitive nature of the Company's business, and agrees that access to Confidential Information renders Employee special and unique within the Company's industry, and that Employee will have the opportunity to develop substantial relationships of confidence, trust and goodwill with existing and prospective employees, customers, vendors, suppliers, and/or business partners of the Company during the course of and as a result of Employee's employment with the Company. In light of the foregoing, Employee recognizes and acknowledges that the restrictions and limitations set forth in this Agreement are reasonable and valid in geographic and temporal scope and in all other respects and are essential to protect the value of the Business, goodwill and assets of the Company. Employee further acknowledges that the Company competes worldwide, and that Employee's access to Confidential Information, including trade secrets, and the relationships Employee builds during Employee's employment make it necessary for the Company to restrict Employee's post-employment activities in any market in which the Company competes, and in which Employee's access to Confidential Information and the relationships Employee builds during Employee's employment could be used to the detriment of the Company. Employee further acknowledges that the restrictions and limitations set forth in this Agreement will not materially interfere with Employee's ability to earn a living following the termination of Employee's employment with the Company.

Section 6. Independence; Severability; Blue Pencil.

Each of the rights enumerated in this Agreement shall be independent of the others and shall be in addition to and not in lieu of any other rights and remedies available to the Company at law or in equity. If any of the provisions of this Agreement or any part of any of them is hereafter construed or adjudicated to be invalid or unenforceable in any respect, the same shall not affect the remainder of this Agreement, which shall be given full effect without regard to the invalid portions. If any of the covenants contained herein are held to be invalid or unenforceable because of the duration of such provisions or the area or scope covered thereby, the court making such determination shall have the power to modify the duration, scope, and/or area of such provision to the maximum and/or broadest duration, scope, and/or area permissible by law, and in its reduced form said provision shall then be enforceable. Such modification will apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

Section 7. Remedies.

Employee expressly acknowledges that any breach or threatened breach of any of the terms and/or conditions set forth in this Agreement may result in substantial, continuing, and irreparable injury to the Company, monetary relief would not compensate for such breach, and damages arising out of such a breach may be difficult to ascertain. Therefore, Employee agrees that, in addition to any other remedy that may be available to the Company, including but not limited to the remedies set forth in Section 6.4 of the Performance Share Unit Agreement, the Company has the right to seek temporary, preliminary, and/or permanent injunctive relief, specific performance, or other equitable relief from any court of competent jurisdiction in the event of any breach or threatened breach of the terms of this Agreement, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The Company may pursue any remedy available, including declaratory relief, concurrently or consecutively in any order, and the pursuit of one such remedy at any time will not be deemed an election of remedies or waiver of the right to pursue any other remedy. In addition, in the event of a breach by the Employee of any provision of this Agreement, the Company shall be entitled to the cessation of payment of any unpaid severance benefits and/or to seek repayment of any severance benefits paid to the Employee pursuant to any severance benefit agreement, plan, or program of the Company, as may be legally permissible. Notwithstanding any other provision to the contrary, the Post-Termination Restricted Period shall be tolled during any period of violation of any of the covenants in Section 4 of this Agreement.

Section 8. Cooperation.

Following any termination of Employee's employment, Employee will continue to provide reasonable cooperation to the Company and its counsel in connection with any investigation, administrative proceeding, or litigation relating to any matter that occurred during the Employment Period in which Employee was involved or of which Employee has knowledge. As a condition of such cooperation, the Company shall reimburse Employee for reasonable out-of-pocket expenses incurred at the request of the Company with respect to Employee's compliance with this Section 8. In the event Employee is subpoenaed by any person or entity (including, but not limited to, any Government Entity) to give testimony or provide documents (in a deposition, court proceeding, or otherwise), that in any way relates to Employee's employment by the Company, Employee will give prompt notice of such subpoena to the Company and will make no disclosure until the Company has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure. Nothing in this Section 8 shall limit Employee's right to make Permitted Disclosures as provided in Section 1(c).

Section 9. General Provisions.

(a) **GOVERNING LAW; WAIVER OF JURY TRIAL.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS, AND TO APPLICABLE FEDERAL LAW. EACH PARTY TO THIS AGREEMENT ALSO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE SUPREME COURT OF THE STATE OF NEW YORK, NASSAU COUNTY, OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK, OR IN ANY OTHER COURT OF COMPETENT JURISDICTION IN AND FOR THE STATE OF NEW YORK, NASSAU COUNTY, AND THE PARTIES AGREE TO THE PERSONAL JURISDICTION THEREOF. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY OBJECTION THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION IN SUCH COURT(S), AND FURTHER IRREVOCABLY WAIVE ANY CLAIM THEY MAY NOW OR HEREAFTER HAVE THAT ANY SUCH ACTION BROUGHT IN SUCH COURT(S) HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and Employee relating to the subject matter herein and supersedes all prior and contemporaneous negotiations, discussions, correspondence, communications, understandings, agreements, representations, promises, and any other statements, both written and oral, between the parties relating to the subject matter of this Agreement, except for any agreement between the Company and Employee addressing the use of confidential information or competitive activities post-employment which agreements shall remain in full force and effect. The failure of either the Company or Employee, whether purposeful or otherwise, to exercise in any instance any right, power, or privilege under this Agreement or under law shall not constitute a waiver of the same or any other right, power, or privilege in any other instance. Any waiver or modification by the Company or by Employee must be in writing and signed by either Employee, if Employee is seeking to waive any of Employee's rights under this Agreement, or by the CEO of the Company, if the Company is seeking to waive any of its rights under this Agreement. Any subsequent change or changes in Employee's duties, obligations, rights, or compensation will not affect the validity or scope of this Agreement.

(c) **Successors and Assigns.** This Agreement will be binding upon Employee's heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. This Agreement may be assigned by the Company without Employee's consent to any subsidiary or affiliate of the Company as well as to any purchaser of all or substantially all of the assets or business of the Company, whether by purchase, merger, or other similar corporate transaction. Employee's obligations under this Agreement may not be delegated, and Employee may not assign or otherwise transfer this Agreement or any part hereof. Any purported assignment by Employee shall be null and void from the initial date of purported assignment. This Agreement is for the sole benefit of the Company and the Employee and their respective successors and permitted assigns and not for the benefit of, or enforceable by, any third party.

(d) **Acknowledgment.** Employee acknowledges that Employee has had adequate time to consider the terms of this Agreement, has knowingly and voluntarily entered into this Agreement and has been advised by the Company to seek the advice of independent counsel

prior to reaching agreement with the Company on any of the terms of this Agreement. No rule of construction shall apply to this Agreement which construes ambiguous language in favor of or against any party by reason of that party's role in drafting this Agreement.

(e) Survival. The provisions of this Agreement shall survive the termination of Employee's employment with the Company and/or the assignment of this Agreement by the Company to any successor in interest or other assignee.

(f) Section Headings. Section and subsection headings are inserted for convenience only and shall not limit, expand, or alter the meaning or interpretation of this Agreement.

Annex B

Companies Constituting the S&P Food & Beverage Select Industry Index as of the Beginning of the Performance Period

Company Name	Exchange:Ticker
Albertsons Companies, Inc.	NYSE:ACI
Archer-Daniels-Midland Company	NYSE:ADM
B&G Foods, Inc.	NYSE:BGS
Benson Hill, Inc.	NYSE:BHIL
Beyond Meat, Inc.	NasdaqGS:BYND
BJ's Wholesale Club Holdings, Inc.	NYSE:BJ
Brown-Forman Corporation	NYSE:BF.B
Bunge Limited	NYSE:BG
Calavo Growers, Inc.	NasdaqGS:CVGW
Cal-Maine Foods, Inc.	NasdaqGS:CALM
Campbell Soup Company	NYSE:CPB
Casey's General Stores, Inc.	NasdaqGS:CASY
Celsius Holdings, Inc.	NasdaqCM:CELH
Coca-Cola Consolidated, Inc.	NasdaqGS:COKE
Conagra Brands, Inc.	NYSE:CAG
Constellation Brands, Inc.	NYSE:STZ
Costco Wholesale Corporation	NasdaqGS:COST
Darling Ingredients Inc.	NYSE:DAR
Flowers Foods, Inc.	NYSE:FLO
Fresh Del Monte Produce Inc.	NYSE:FDP
Freshpet, Inc.	NasdaqGM:FRPT
General Mills, Inc.	NYSE:GIS
Grocery Outlet Holding Corp.	NasdaqGS:GO
Hormel Foods Corporation	NYSE:HRL
Hostess Brands, Inc.	NasdaqCM:TWNK
Ingles Markets, Incorporated	NasdaqGS:IMKT.A
Ingredion Incorporated	NYSE:INGR
J&J Snack Foods Corp.	NasdaqGS:JJSF
John B. Sanfilippo & Son, Inc.	NasdaqGS:JBSS
Kellogg Company	NYSE:K
Keurig Dr Pepper Inc.	NasdaqGS:KDP
Lamb Weston Holdings, Inc.	NYSE:LW
Lancaster Colony Corporation	NasdaqGS:LANC
McCormick & Company, Incorporated	NYSE:MKC
MGP Ingredients, Inc.	NasdaqGS:MGPI

Mission Produce, Inc.	NasdaqGS:AVO
Molson Coors Beverage Company	NYSE:TAP
Mondelez International, Inc.	NasdaqGS:MDLZ
Monster Beverage Corporation	NasdaqGS:MNST
National Beverage Corp.	NasdaqGS:FIZZ
PepsiCo, Inc.	NasdaqGS:PEP
Performance Food Group Company	NYSE:PFGC
Pilgrim's Pride Corporation	NasdaqGS:PPC
Post Holdings, Inc.	NYSE:POST
PriceSmart, Inc.	NasdaqGS:PSMT
Seaboard Corporation	NYSEAM:SEB
SpartanNash Company	NasdaqGS:SPTN
Sprouts Farmers Market, Inc.	NasdaqGS:SFM
Sysco Corporation	NYSE:SYF
Tattooed Chef, Inc.	NasdaqCM:TTCF
The Andersons, Inc.	NasdaqGS:ANDE
The Boston Beer Company, Inc.	NYSE:SAM
The Chefs' Warehouse, Inc.	NasdaqGS:CHEF
The Coca-Cola Company	NYSE:KO
The Duckhorn Portfolio, Inc.	NYSE:NAPA
The Hain Celestial Group, Inc.	NasdaqGS:HAIN
The Hershey Company	NYSE:HSY
The J. M. Smucker Company	NYSE:SJM
The Kraft Heinz Company	NasdaqGS:KHC
The Kroger Co.	NYSE:KR
The Simply Good Foods Company	NasdaqCM:SMPL
Tootsie Roll Industries, Inc.	NYSE:TR
TreeHouse Foods, Inc.	NYSE:THS
Tyson Foods, Inc.	NYSE:TSN
United Natural Foods, Inc.	NYSE:UNFI
US Foods Holding Corp.	NYSE:USFD
Utz Brands, Inc.	NYSE:UTZ
Walmart Inc.	NYSE:WMT
Weis Markets, Inc.	NYSE:WMK

CERTIFICATION

I, Mark L. Schiller, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Hain Celestial Group, Inc.;
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 quarter 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: November 8, 2022

/s/ Mark L. Schiller

Mark L. Schiller
President and Chief Executive Officer

CERTIFICATION

I, Christopher J. Bellairs, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Hain Celestial Group, Inc.;
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 quarter 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: November 8, 2022

/s/ Christopher J. Bellairs

Christopher J. Bellairs
Executive Vice President and Chief Financial Officer

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

I, Mark L. Schiller, President and Chief Executive Officer of The Hain Celestial Group, Inc. (the “Company”), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that to my knowledge:

- The Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2022 (the “Report”) fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and
- The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 8, 2022

/s/ Mark L. Schiller

Mark L. Schiller
President and Chief Executive Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version 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 on request.

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

I, Christopher J. Bellairs, Executive Vice President and Chief Financial Officer of The Hain Celestial Group, Inc. (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that to my knowledge:

- The Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2022 (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and
- The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 8, 2022

/s/ Christopher J. Bellairs

Christopher J. Bellairs
Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version 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 on request.