

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 December 31, 2025

or

Transition Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
for the transition period from _____ to _____
Commission File No. 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.)

221 River Street, Hoboken, NJ 07030
(Address of principal executive offices, including zip code)

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

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	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

Yes No

As of February 3, 2026, there were 90,992,740 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 <u>3</u>
	Consolidated Balance Sheets - December 31, 2025 and June 30, 2025 <u>3</u>
	Consolidated Statements of Operations - Three and six months ended December 31, 2025 and 2024 <u>4</u>
	Consolidated Statements of Comprehensive Loss - Three and six months ended December 31, 2025 and 2024 <u>5</u>
	Consolidated Statement of Stockholders' Equity - Three and six months ended December 31, 2025 and 2024 <u>6</u>
	Consolidated Statements of Cash Flows - Six months ended December 31, 2025 and 2024 <u>8</u>
	Notes to Consolidated Financial Statements <u>9</u>
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations <u>35</u>
Item 3.	Quantitative and Qualitative Disclosures About Market Risk <u>54</u>
Item 4.	Controls and Procedures <u>54</u>

Part II - Other Information

Items 3 and 4 are not applicable

Item 1.	Legal Proceedings <u>56</u>
Item 1A.	Risk Factors <u>56</u>
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds <u>56</u>
Item 5.	Other Information <u>56</u>
Item 6.	Exhibits <u>57</u>
	Signatures <u>59</u>

Forward-Looking Statements

This Quarterly Report on Form 10-Q for the quarter ended December 31, 2025 (the “Form 10-Q”) contains forward-looking statements within the meaning of the 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; our strategic initiatives and business strategy; our supply chain, including the impact of tariffs and the availability and pricing of raw materials; our brand portfolio; pricing actions and product performance; inflation rates; and current or future macroeconomic trends.

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; changes to consumer preferences; our ability to execute our business strategy; the ability to satisfy the conditions to the closing of the contemplated disposition of our North American Snacks business, which may include conditions outside of our control; our ability to successfully separate the North American Snacks business and realize the benefits of the contemplated disposition; compliance with our credit agreement and our ability to refinance, retire and/or extend the maturity of the Company’s existing debt; our ability to manage our supply chain effectively; input cost inflation, including as a result of tariffs; reliance on independent contract manufacturers; disruption of operations at our manufacturing facilities; customer concentration; reliance on independent distributors; risks associated with operating internationally; risks associated with outsourcing arrangements; risks associated with geopolitical conflicts or events; our reliance on independent certification for a number of our products; our ability to attract and retain highly skilled people; risks related to tax matters; foreign currency exchange risk; general economic conditions; impairments in the carrying value of goodwill or other intangible assets; the reputation of our company and our brands; our ability to use and protect trademarks; cybersecurity incidents; disruptions to information technology systems; pending and future litigation, including litigation relating to Earth’s Best® baby food products; potential liability if our products cause illness or physical harm; the highly regulated environment in which we operate; our ability to manage our financial reporting and internal control systems and processes; compliance with data privacy laws; the adequacy of our insurance coverage; climate impacts; liabilities, claims or regulatory change with respect to environmental matters; 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)
DECEMBER 31, 2025 AND JUNE 30, 2025
(In thousands, except par values)

	December 31,	June 30,
	2025	2025
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 68,017	\$ 54,355
Accounts receivable, less allowance for doubtful accounts of \$2,212 and \$1,337, respectively	174,064	154,440
Inventories	215,742	248,731
Prepaid expenses and other current assets	76,435	43,169
Assets held for sale	30,137	29,603
Total current assets	564,395	530,298
Property, plant and equipment, net	250,500	264,730
Goodwill	378,042	500,961
Trademarks and other intangible assets, net	194,293	210,905
Operating lease right-of-use assets, net	67,348	71,171
Other assets	22,832	25,213
Total assets	\$ 1,477,410	\$ 1,603,278
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 198,475	\$ 188,307
Accrued expenses and other current liabilities	103,190	68,426
Current portion of long-term debt	704,315	7,653
Liabilities related to assets held for sale	10,554	12,987
Total current liabilities	1,016,534	277,373
Long-term debt, less current portion	388	697,168
Deferred income taxes	40,923	40,332
Operating lease liabilities, noncurrent portion	61,683	65,284
Other noncurrent liabilities	27,637	48,116
Total liabilities	1,147,165	1,128,273
Commitments and contingencies (Note 17)		
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: 113,456 and 112,491 shares, respectively; outstanding: 90,993 and 90,284 shares, respectively	1,135	1,125
Additional paid-in capital	1,241,446	1,238,402
Retained (deficit) earnings	(89,953)	46,678
Accumulated other comprehensive loss	(91,893)	(81,053)
	1,060,735	1,205,152
Less: Treasury stock, at cost, 22,463 and 22,207 shares, respectively	(730,490)	(730,147)
Total stockholders' equity	330,245	475,005
Total liabilities and stockholders' equity	\$ 1,477,410	\$ 1,603,278

See notes to consolidated financial statements.

THE HAIN CELESTIAL GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)
FOR THE THREE AND SIX MONTHS ENDED DECEMBER 31, 2025 AND 2024
(In thousands, except per share amounts)

	Three Months Ended December 31,		Six Months Ended December 31,	
	2025	2024	2025	2024
Net sales	\$ 384,120	\$ 411,485	\$ 752,003	\$ 806,081
Cost of sales	309,681	318,033	609,486	631,019
Gross profit	74,439	93,452	142,517	175,062
Selling, general and administrative expenses	60,903	70,155	126,415	141,483
Goodwill impairment	119,908	91,267	119,908	91,267
Intangibles and long-lived asset impairment	11,917	17,986	11,917	18,017
Productivity and transformation costs	5,234	4,190	13,453	9,208
Amortization of acquired intangible assets	1,199	1,753	2,411	3,933
Proceeds from insurance claim	(25,900)	—	(25,900)	—
Operating loss	(98,822)	(91,899)	(105,687)	(88,846)
Interest and other financing expense, net	15,662	12,800	31,161	26,546
Other (income) expense, net	(997)	(4,040)	(1,653)	1,252
Loss before income taxes and equity in net loss of equity-method investees	(113,487)	(100,659)	(135,195)	(116,644)
Provision for income taxes	2,386	2,728	1,130	6,251
Equity in net loss of equity-method investees	133	588	306	743
Net loss	\$ (116,006)	\$ (103,975)	\$ (136,631)	\$ (123,638)
Net loss per common share:				
Basic	\$ (1.28)	\$ (1.15)	\$ (1.51)	\$ (1.37)
Diluted	\$ (1.28)	\$ (1.15)	\$ (1.51)	\$ (1.37)
Shares used in the calculation of net loss per common share:				
Basic	90,655	90,132	90,482	89,997
Diluted	90,655	90,132	90,482	89,997

See notes to consolidated financial statements.

THE HAIN CELESTIAL GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS (UNAUDITED)
FOR THE THREE AND SIX MONTHS ENDED DECEMBER 31, 2025 AND 2024
(In thousands)

	Three Months Ended					
	December 31, 2025			December 31, 2024		
	Pretax amount	Tax benefit (expense)	After tax amount	Pretax amount	Tax (expense) benefit	After tax amount
Net loss			\$ (116,006)			\$ (103,975)
Other comprehensive income (loss):						
Foreign currency translation adjustments before reclassifications	\$ 1,163	\$ —	1,163	\$ (64,695)	\$ —	(64,695)
Change in deferred (losses) gains on cash flow hedging instruments	(885)	226	(659)	4,093	(1,087)	3,006
Change in deferred gains (losses) on fair value hedging instruments	18	(5)	13	(479)	127	(352)
Change in deferred (losses) gains on net investment hedging instruments	(43)	11	(32)	6,084	(1,617)	4,467
Total other comprehensive income (loss)	\$ 253	\$ 232	\$ 485	\$ (54,997)	\$ (2,577)	\$ (57,574)
Total comprehensive loss			\$ (115,521)			\$ (161,549)

	Six Months Ended					
	December 31, 2025			December 31, 2024		
	Pretax amount	Tax benefit (expense)	After tax amount	Pretax amount	Tax benefit (expense)	After tax amount
Net loss			\$ (136,631)			\$ (123,638)
Other comprehensive (loss) income:						
Foreign currency translation adjustments before reclassifications	\$ (9,635)	\$ —	(9,635)	\$ (16,880)	\$ —	(16,880)
Change in deferred losses on cash flow hedging instruments	(1,893)	456	(1,437)	(5,610)	1,351	(4,259)
Change in deferred gains (losses) on fair value hedging instruments	70	(19)	51	(329)	89	(240)
Change in deferred gains on net investment hedging instruments	244	(63)	181	2,308	(667)	1,641
Total other comprehensive loss	\$ (11,214)	\$ 374	\$ (10,840)	\$ (20,511)	\$ 773	\$ (19,738)
Total comprehensive loss			\$ (147,471)			\$ (143,376)

See notes to consolidated financial statements.

THE HAIN CELESTIAL GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (UNAUDITED)
FOR THE THREE AND SIX MONTHS ENDED DECEMBER 31, 2025
(In thousands, except par values)

	Common Stock		Additional Paid-in Capital	Retained (Deficit) Earnings	Treasury Stock		Accumulated Other Comprehensive Loss	Total
	Shares	Amount at \$.01			Shares	Amount		
Balance at June 30, 2025	112,491	\$ 1,125	\$ 1,238,402	\$ 46,678	22,207	\$ (730,147)	\$ (81,053)	\$ 475,005
Net loss				(20,625)				(20,625)
Other comprehensive loss							(11,325)	(11,325)
Issuance of common stock pursuant to stock-based compensation plans	93	1						1
Employee shares withheld for taxes					33	(70)		(70)
Stock-based compensation expense			2,003					2,003
Balance at September 30, 2025	112,584	\$ 1,126	\$ 1,240,405	\$ 26,053	22,240	\$ (730,217)	\$ (92,378)	\$ 444,989
Net loss				(116,006)				(116,006)
Other comprehensive income							485	485
Issuance of common stock pursuant to stock-based compensation plans	872	9	(10)					(1)
Employee shares withheld for taxes					223	(273)		(273)
Stock-based compensation expense			1,051					1,051
Balance at December 31, 2025	113,456	\$ 1,135	\$ 1,241,446	\$ (89,953)	22,463	\$ (730,490)	\$ (91,893)	\$ 330,245

See notes to consolidated financial statements.

THE HAIN CELESTIAL GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (UNAUDITED)
FOR THE THREE AND SIX MONTHS ENDED DECEMBER 31, 2024

(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, 2024	111,867	\$ 1,119	\$ 1,230,253	\$ 577,519	22,021	\$ (728,733)	\$ (137,245)	\$ 942,913
Net loss				(19,663)				(19,663)
Other comprehensive income							37,836	37,836
Issuance of common stock pursuant to stock-based compensation plans	97	1			36	(302)		1
Employee shares withheld for taxes			2,876					(302)
Stock-based compensation expense								2,876
Balance at September 30, 2024	111,964	\$ 1,120	\$ 1,233,129	\$ 557,856	22,057	\$ (729,035)	\$ (99,409)	\$ 963,661
Net loss				(103,975)				(103,975)
Other comprehensive loss							(57,574)	(57,574)
Issuance of common stock pursuant to stock-based compensation plans	429	4			115	(956)		4
Employee shares withheld for taxes			3,573					(956)
Stock-based compensation expense								3,573
Balance at December 31, 2024	112,393	\$ 1,124	\$ 1,236,702	\$ 453,881	22,172	\$ (729,991)	\$ (156,983)	\$ 804,733

See notes to consolidated financial statements.

THE HAIN CELESTIAL GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
FOR THE SIX MONTHS ENDED DECEMBER 31, 2025 AND 2024
(In thousands)

	Six Months Ended December 31,	
	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	\$ (136,631)	\$ (123,638)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	26,560	22,447
Deferred income taxes	(23)	(1,116)
Equity in net loss of equity-method investees	306	743
Stock-based compensation, net	3,054	6,449
Goodwill impairment	119,908	91,267
Intangibles and long-lived asset impairment	11,917	18,017
(Gain) loss on sale of assets	(2,028)	2,308
Other non-cash items, net	1,332	(498)
(Decrease) increase in cash attributable to changes in operating assets and liabilities:		
Accounts receivable	(19,589)	(1,459)
Inventories	31,967	3,973
Other current assets	(33,126)	(7,682)
Other assets and liabilities	(3,149)	(90)
Accounts payable and accrued expenses	27,990	9,397
Net cash provided by operating activities	28,488	20,118
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property, plant and equipment	(12,215)	(12,139)
Proceeds from sale of assets	1,782	13,767
Investments and joint ventures, net	—	2,570
Net cash (used in) provided by investing activities	(10,433)	4,198
CASH FLOWS FROM FINANCING ACTIVITIES		
Borrowings under bank revolving credit facility	113,000	109,000
Repayments under bank revolving credit facility	(109,500)	(121,000)
Repayments under term loan	(3,750)	(3,750)
Payments of other debt, net	(2,609)	(42)
Employee shares withheld for taxes	(343)	(1,258)
Net cash used in financing activities	(3,202)	(17,050)
Effect of exchange rate changes on cash	(1,191)	(5,373)
Net increase in cash and cash equivalents	13,662	1,893
Cash and cash equivalents at beginning of period	54,355	54,307
Cash and cash equivalents at end of period	\$ 68,017	\$ 56,200

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. Hain Celestial is a leading global health and wellness company whose purpose is to inspire healthier living for people, communities and the planet through better-for-you brands. For more than 30 years, Hain Celestial has intentionally focused on delivering nutrition and well-being that positively impacts today and tomorrow. Headquartered in Hoboken, N.J., Hain Celestial’s products across snacks, baby & kids, beverages, and meal preparation are marketed and sold in over 70 countries around the world. The Company operates under two reportable segments: North America and International.

The Company’s leading brands include Garden Veggie Snacks™, Terra® chips, Garden of Eatin’® snacks, Hartley’s® jelly, Earth’s Best® Organic and Ella’s Kitchen® baby and kids foods, Celestial Seasonings® teas, Joya® and Natumi® plant-based beverages, The Greek Gods® yogurt, Cully & Sully®, Yorkshire Provender®, New Covent Garden® and Imagine® soups, among others.

Strategic Review

We are focused on five actions to win in the marketplace and drive growth: aggressively streamlining our portfolio, accelerating brand renovation and innovation, implementing price increases along with broader revenue growth management, driving productivity and working capital efficiency, and enhancing our digital capabilities, inclusive of ecommerce.

During the fourth quarter of fiscal year 2025, we announced that our Board of Directors was conducting a comprehensive review of the Company’s portfolio with the assistance of our independent financial advisor.

As part of this review, on January 30, 2026, the Company entered into a definitive agreement to sell its North American Snacks business, including Garden Veggie Snacks™, Terra® chips and Garden of Eatin’® snacks as well as certain private label products (the “North American Snacks Business”) for \$115,000 in cash, subject to a customary inventory adjustment (the “Transaction”). The Company will use the net proceeds from the Transaction to pay down debt. The Transaction, which is expected to close in February 2026, represents an important first step in the Company’s broader strategic review, as it will reduce leverage while enabling the Company to focus on a more concentrated portfolio of core assets to drive growth. See Note 19, *Subsequent Event*. Further, in the third quarter of fiscal year 2025, we announced that we were exploring strategic alternatives regarding our personal care business to focus on our portfolio of better-for-you food and beverages.

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 loss 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, 2025 (the “Form 10-K”). The amounts as of and for the periods ended June 30, 2025 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 and six months ended December 31, 2025 are not necessarily indicative of the results that may be expected for the fiscal year ending June 30,

2026. Please refer to the Notes to the Consolidated Financial Statements as of June 30, 2025 and for the fiscal year then ended included in the Form 10-K for information not included in these condensed notes.

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

Going Concern and Management's Plan

As of December 31, 2025, the Company had \$705,800 of debt obligations maturing on December 22, 2026, consisting of \$454,000 of loans outstanding under the Revolver and \$251,800 of Term Loans (each as defined in Note 10, *Debt and Borrowings*). As of December 31, 2025, the Company had cash of \$68,017 and available liquidity of \$143,651, subject to compliance with financial covenants, and the Company was in compliance with all associated covenants under its Credit Agreement (see Note 10, *Debt and Borrowings*). In addition, on January 2, 2026, the Company received \$25,900 of proceeds from an insurance claim (see Note 18, *Segment Information*), which it used to repay loans outstanding under the Revolver, further reducing the Company's future debt obligations.

As discussed above, the Company announced that its Board of Directors commenced a strategic review of the Company's business and capital structure, in part to evaluate options to improve liquidity and reduce leverage. As part of this review, on January 30, 2026, the Company entered into a definitive agreement to sell its North American Snacks Business for \$115,000, the net proceeds of which will be used to repay a portion of the Term Loans.

The Company and the Board of Directors remain focused on completing the strategic review and taking decisive actions to strengthen the Company's financial flexibility, improve performance and address the upcoming debt maturity under the Credit Agreement. These actions include a continued review of the Company's portfolio and the pursuit of further asset sales to refine the Company's operating model with a focus on categories and platforms in key markets. In addition, management is executing targeted inventory and other working capital optimization initiatives designed to improve the Company's cash conversion and enhance liquidity. The Company also continues to have active engagement with its lenders, assess opportunities to refinance the Company's debt or extend the maturity under the Credit Agreement, and evaluate potential capital raising or other strategic transactions.

The Company believes that the successful execution of these plans will enable the Company to refinance and/or retire the existing debt prior to its maturity or extend the maturity date under the Credit Agreement. However, Accounting Standards Codification ("ASC") 205-40, "Presentation of Financial Statements - Going Concern" requires that management not conclude that such an outcome is "probable" if, among other factors, the outcome is not within the control of the Company. Accordingly, there is substantial doubt about the Company's ability to continue as a going concern for at least one year following the date of issuance of these financial statements due to the uncertainty regarding the Company's ability to refinance or repay its debt due on December 22, 2026 because no such refinancing, retirement or extension has occurred prior to the issuance of the financial statements. The Company's ability to continue as a going concern remains subject to successful execution of its strategic plan and securing additional financing, if needed. If the Company is unable to execute its plans to generate sufficient liquidity, it may not have adequate resources to repay or refinance its debt, which would have a material adverse effect on the Company's financial position and results of operations.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern, and no adjustments have been made to the financial statements to reflect the possibility of the Company's inability to meet its debt obligations or continue as a going concern.

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 \$137,078 and \$137,117 during the six months ended December 31, 2025 and 2024, 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 provided by operating activities on the consolidated statements of cash flows.

Recently Adopted Accounting Pronouncements

There have been no new accounting standards adopted since the filing of the Form 10-K for the fiscal year ended June 30, 2025 that have significance, or potential significance, to the interim condensed consolidated financial statements.

Recently Issued Accounting Pronouncements Not Yet Adopted

In December 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2025-12 "Codification Improvements" to address suggestions received from stakeholders on the ASC and to make other incremental improvements to U.S. GAAP. The update represents changes that clarify, correct errors in or make other minor improvements to a broad range of topics that is intended to make it easier to understand and apply, including ASC 260, "Earnings Per Share", ASC 325, "Investments – Other", and ASC 958, "Not-for-Profit Entities". The guidance is effective for fiscal years beginning after December 15, 2026, including interim periods within those fiscal years, with early adoption permitted. Entities are required to apply the amendments to ASC 260 retrospectively. All other amendments may be applied prospectively or retrospectively. The Company is currently evaluating the provisions of the amendments and the effect on its future consolidated financial statements.

In December 2025, the FASB issued ASU 2025-11, "Interim Reporting (Topic 270): Narrow-Scope Improvements" ("ASU 2025-11"). ASU 2025-11 clarifies and improves existing interim reporting guidance by consolidating disclosure requirements within Topic 270 and introducing a disclosure principle requiring entities to disclose events and changes occurring after the most recent annual reporting period that are expected to have a material effect on the entity's financial condition or results of operations. The ASU does not introduce significant changes to recognition or measurement guidance. The amendments are effective for interim reporting periods within annual reporting periods beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the provisions of the amendments and the effect on its future consolidated financial statements.

On November 25, 2025, the FASB issued ASU 2025-09, "Derivatives and Hedging (Topic 815): Hedge Accounting Improvements" ("ASU 2025-09"). ASU 2025-09 clarifies the application of previous hedge accounting guidance and addresses emerging issues identified by stakeholders, including those related to reference rate reform. The main amendments relate to cash flow hedging, but some of the amendments affect certain fair value and net investment hedges. The amendments are effective for fiscal years beginning after December 15, 2026, and interim reporting periods, with early adoption permitted. The Company is currently evaluating the provisions of the amendments and the effect on its future consolidated financial statements.

In September 2025, the FASB issued ASU 2025-07 "Derivatives and Hedging and Revenue from Contracts with Customers, Derivatives and Hedging (Topic 815) and Revenue from Contracts with Customers (Topic 606)". The guidance refines the scope of Topic 815 to clarify which contracts are subject to derivative accounting. The guidance also provides clarification under Topic 606 for share-based payments from a customer in a revenue contract. The amendments are effective for fiscal years beginning after December 15, 2026, and interim reporting periods, with early adoption permitted. The Company is currently evaluating the provisions of the amendments and the effect on its future consolidated financial statements.

In September 2025, the FASB issued ASU 2025-06, "Intangibles — Goodwill and Other — Internal-Use Software (Subtopic 350-40) — Targeted Improvements to the Accounting for Internal-Use Software", which modernizes the guidance in ASC 350-40, Intangibles — Goodwill and Other — Internal-Use Software, to better align with current software development practices,

including agile methodologies. The amendments are effective for fiscal years beginning after December 15, 2027 and interim reporting periods within those annual reporting periods. The Company is currently evaluating the provisions of the amendments and the effect on its future consolidated financial statements.

In July 2025, the FASB issued ASU 2025-05, “Financial Instruments — Credit Losses (Topic 326) — Measurement of Credit Losses for Accounts Receivable and Contract Assets”, which will provide a practical expedient in developing reasonable and supportable forecasts as part of estimating expected credit losses: all entities may elect a practical expedient that assumes that current conditions as of the balance sheet date do not change for the remaining life of the asset. The amendments are effective for fiscal years beginning after December 15, 2025 and for interim periods within fiscal years beginning after December 15, 2025. The Company is currently evaluating the provisions of the amendments and the effect on its future consolidated financial statements.

In November 2024, the FASB issued ASU 2024-03, “Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses”. The amendments address investor requests for more detailed expense information and require additional disaggregated disclosures in the notes to financial statements for certain categories of expenses that are included on the face of the income statement. The amendments are effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the provisions of the amendments and the effect on its future consolidated financial statements.

3. LOSS PER SHARE

The following table sets forth the computation of basic and diluted net loss per share on the consolidated statements of operations:

	Three Months Ended December 31,		Six Months Ended December 31,	
	2025	2024	2025	2024
Numerator:				
Net loss	\$ (116,006)	\$ (103,975)	\$ (136,631)	\$ (123,638)
Denominator:				
Basic and diluted weighted average shares outstanding	90,655	90,132	90,482	89,997
Basic and diluted net loss per common share	\$ (1.28)	\$ (1.15)	\$ (1.51)	\$ (1.37)

Due to the Company’s net loss in each of the three and six months ended December 31, 2025 and December 31, 2024, all common stock equivalents such as stock options, unvested restricted share units and performance share units have been excluded from the computation of diluted net loss per share. The effect of the stock options and unvested restricted share units would have been anti-dilutive to the computations. The performance share units were contingently issuable based on market conditions and such conditions had not been achieved during the respective periods.

4. ASSETS AND LIABILITIES HELD FOR SALE

During the third quarter of fiscal year 2025, the Company announced that it was exploring strategic alternatives regarding its personal care (“PC”) business to focus on its portfolio of better-for-you food and beverages. The Company determined that its PC business was held for sale and ascribed an aggregate \$11,000 of goodwill from its U.S. and Canada reporting units, which comprise the North America reportable segment, to the PC business. The operating results of the business were not significant. The Company anticipates that it will sell or dispose of these assets within 12 months. During the six months ended December 31, 2025, due to changes in the carrying value of the net assets compared to estimated fair value less cost to dispose, the Company recorded a \$900 reduction to the allowance for assets held for sale, reducing the balance to \$25,918.

During the three months ended December 31, 2025, the Company substantially completed the exit of the Yves Veggie Cuisine® plant-based business in Canada (“Yves”) and accordingly classified its remaining property, plant and equipment, net, with a remaining carrying value of \$2,650 as held for sale.

The following table presents the major classes of assets and liabilities of the PC business and Yves classified as held for sale:

	December 31, 2025	June 30, 2025
ASSETS		
Accounts receivable, net	\$ 5,178	\$ 7,121
Inventories	29,629	30,347
Prepaid expenses and other current assets	806	1,112
Property, plant and equipment, net	3,584	918
Goodwill	11,122	11,164
Other noncurrent assets	57	80
Operating lease right-of-use assets, net	5,679	5,704
Allowance for reduction of assets held for sale	(25,918)	(26,843)
Assets held for sale	<u>\$ 30,137</u>	<u>\$ 29,603</u>
LIABILITIES		
Accounts payable	\$ 3,742	\$ 5,432
Operating lease liabilities	5,046	5,793
Accrued expenses and other current liabilities	1,766	1,762
Liabilities held for sale	<u>\$ 10,554</u>	<u>\$ 12,987</u>

5. DISPOSITION

ParmCrisps[®]

On August 30, 2024, the Company completed the sale of its ParmCrisps[®] business for total cash consideration of \$12,000, subject to customary post-closing adjustments. During the six months ended December 31, 2024, the Company deconsolidated the net assets of ParmCrisps[®], primarily consisting of \$7,280, \$6,725, and \$1,282 of goodwill, inventory, and machinery and equipment, respectively, and recognized a pretax loss on sale of \$3,863 recorded in other (income) expense, net.

6. INVENTORIES

Inventories consisted of the following:

	December 31, 2025	June 30, 2025
Finished goods	\$ 154,147	\$ 177,990
Raw materials, work-in-progress, and packaging	61,595	70,741
	<u>\$ 215,742</u>	<u>\$ 248,731</u>

7. PROPERTY, PLANT AND EQUIPMENT, NET

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

	December 31, 2025	June 30, 2025
Land	\$ 11,232	\$ 11,926
Buildings and improvements	56,248	61,788
Machinery and equipment	329,733	347,867
Computer hardware and software	57,413	56,466
Furniture and fixtures	22,463	22,599
Leasehold improvements	38,703	38,680
Construction in progress	11,795	12,692
	<u>527,587</u>	<u>552,018</u>
Less: Accumulated depreciation	277,087	287,288
	<u>\$ 250,500</u>	<u>\$ 264,730</u>

Depreciation expense for the three months ended December 31, 2025 and 2024 was \$8,098 and \$8,038, respectively. Depreciation expense for the six months ended December 31, 2025 and 2024 was \$19,542 and \$15,948, respectively.

As of December 31, 2025, the Company reclassified \$2,650 of property, plant and equipment, net related to Yves as held for sale (see Note 4, *Assets and Liabilities Held For Sale*).

During the three and six months ended December 31, 2024, the Company recognized a non-cash impairment charge of \$2,254 related to certain PC production assets included in the North America reportable segment, to reduce the carrying value of such long-lived assets to their estimated fair value. Impairment charges were recorded within intangibles and long-lived asset impairment on the consolidated statement of operations.

During the three and six months ended December 31, 2024, the Company recognized a \$1,700 pretax gain on the sale of assets related to its former Bell, CA production facility, which was included as a component of other (income) expense, net on the consolidated statement of operations.

8. LEASES

The Company leases office space, warehouse and distribution facilities, manufacturing equipment and vehicles primarily in North America and Western Europe. The Company determines if an arrangement is or contains a lease at inception. Right of use assets related to finance leases are included in property, plant and equipment, net on the consolidated balance sheets. Lease liabilities for finance leases are included in the current and non-current portions of long-term debt on the consolidated balance sheets. The current portion of the operating lease liabilities are included in accrued expenses and other current liabilities on the consolidated balance sheets. The Company does not have any related party leases, and sublease transactions are de minimis.

The components of lease expenses for the three and six months ended December 31, 2025 and 2024 were as follows:

	Three Months Ended		Six Months Ended	
	December 31, 2025	December 31, 2024	December 31, 2025	December 31, 2024
Operating lease expenses	\$ 3,577	\$ 3,937	\$ 7,057	\$ 8,046
Finance lease expenses	64	35	130	72
Variable lease expenses	32	177	57	350
Short-term lease expenses	228	414	539	840
Total lease expenses	<u>\$ 3,901</u>	<u>\$ 4,563</u>	<u>\$ 7,783</u>	<u>\$ 9,308</u>

9. 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, 2025 ⁽¹⁾	\$ 312,321	\$ 188,640	\$ 500,961	
Impairment charge	(38,495)	(81,413)	(119,908)	
Translation	—	(3,011)	(3,011)	
Balance as of December 31, 2025	<u>\$ 273,826</u>	<u>\$ 104,216</u>	<u>\$ 378,042</u>	

⁽¹⁾ The total carrying value of goodwill is reflected net of \$563,159 of accumulated impairment charges, of which \$365,379 is related to the North America reportable segment and \$197,780 is related to the International reportable segment.

As of December 31, 2025, the Company performed an assessment of factors to determine whether it was more likely than not that the fair value of each reporting unit within both of the North America and International reportable segments was less than its respective carrying amount, including goodwill. As a result of a continued decline in the projected performance and cash flows of the U.S. reporting unit, and in connection with the pending agreement to sell its North American Snacks Business, the Company completed an interim quantitative impairment test of goodwill. As a result of the recognition of an intangible asset impairment

charge within the United Kingdom (“U.K.”) reporting unit in the International reportable segment and a continued decline in the projected performance and cash flows of the U.K. reporting unit, the Company also completed an interim quantitative impairment test of goodwill. For the Western Europe and Ella’s Kitchen UK reporting units, the Company performed a qualitative evaluation to assess factors to determine whether it is more likely than not that the fair value of each reporting unit is less than its carrying amount, including goodwill. The Company concluded that the qualitatively tested reporting units’ estimated fair values exceeded their carrying amounts.

In performing the quantitative tests for the U.S. and U.K., the fair values were estimated using the Discounted Cash Flow (“DCF”) method income approach as such method was determined to be more representative of future performance from a market participant point of view. As of December 31, 2025, the U.S. reporting unit’s carrying amount exceeded its estimated fair value of \$459,000, resulting in the recognition of a non-cash impairment charge of \$38,495 to reduce the carrying value of the U.S. reporting unit goodwill to \$273,826. As of December 31, 2025, the U.K. reporting unit’s carrying amount exceeded its estimated fair value of \$270,525, resulting in the recognition of a non-cash impairment charge of \$81,413 to reduce the carrying value of the U.K. reporting unit goodwill to \$32,331. The U.K. reporting unit’s impairment charge reflected the sales volume decline that the Company continued to experience. The discount rate in both quantitative tests also reflected an increase in the small stock premium related to a decline in the Company’s market capitalization.

The goodwill related to the U.S. and U.K. reporting units remains at risk of potential impairment if the fair value of these reporting units, and their associated assets, decrease in value due to the amount and timing of expected future cash flows, decreased customer demand for products, an inability to execute management’s business strategies, or general market conditions, such as economic downturns, and changes in interest rates, including discount rates. Future cash flow estimates are, by their nature, subjective, and actual results may differ materially from the Company’s estimates. If the Company’s ongoing cash flow projections are not met or if market factors utilized in the impairment test deteriorate, including an unfavorable change in the terminal growth rate or the weighted-average cost of capital, the Company may have to record additional impairment charges in future periods.

During the three months ended December 31, 2024, the Company recognized a non-cash impairment charge of \$91,267 to reduce the carrying value of the U.S. reporting unit goodwill to its estimated fair value.

Other Intangible Assets

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

	December 31, 2025	June 30, 2025
Non-amortized intangible assets:		
Trademarks and tradenames ⁽¹⁾	\$ 165,418	\$ 179,282
Amortized intangible assets:		
Other intangibles ⁽²⁾	157,336	159,162
Less: Accumulated amortization	(128,461)	(127,539)
Net amortized intangible assets	28,875	31,623
Net other intangible assets	\$ 194,293	\$ 210,905

⁽¹⁾ The gross carrying value of trademarks and tradenames is reflected net of accumulated impairment charges of \$287,969 and \$275,990 as of December 31, 2025 and June 30, 2025, respectively.

⁽²⁾ The gross carrying value of other intangible assets is reflected net of accumulated non-cash impairment charges of \$30,326 as of each of December 31, 2025 and June 30, 2025.

During the three months ended December 31, 2025, as a result of a continued decline in net sales driven by industry-wide volume softness for purees within the U.K., the Company conducted an interim quantitative impairment test for its Ella’s Kitchen® baby and kids foods indefinite-lived tradename. The Company concluded that the indefinite-lived intangible asset estimated fair value exceeded its carrying amount by 12.8%. The intangible asset is part of the International reportable segment and had a carrying value of \$35,801 as of December 31, 2025.

During the three months ended December 31, 2025, as a result of continued decline in net sales, the Company conducted an interim quantitative impairment test for the Hartley’s® jelly indefinite-lived tradename. The Company concluded that the indefinite-lived tradename carrying amount exceeded its estimated fair value. During the three months ended December 31, 2025, the Company recorded a non-cash impairment charge of \$11,917 which was recorded within intangibles and long-lived asset impairment on the consolidated statement of operations. The Hartley’s® jelly indefinite-lived intangible asset is part of the International reportable segment and had a remaining carrying value of \$37,685 as of December 31, 2025.

The Ella’s Kitchen® baby and kids foods, Hartley’s® jelly, Sensible Portions®, and Spectrum® indefinite-lived tradenames remain at risk of impairment in future periods in the event of unfavorable changes in assumptions, including forecasted future cash flows based on execution of strategic initiatives for increasing revenue, as well as discount rates and other macroeconomic factors. The Sensible Portions® and Spectrum® intangible assets, which were quantitatively tested in the prior year, are part of the North America reportable segment and have remaining carrying value of \$8,000 and \$11,800, respectively, as of December 31, 2025.

During the three months ended December 31, 2024, the Company recorded a non-cash impairment charge of \$15,733 within its North America reportable segment related to its personal care intangible assets (primarily Avalon Organics® JASON®, and Live Clean® trademarks and tradenames) in connection with the Company’s announcement to explore strategic alternatives associated with its personal care business.

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. The weighted average remaining amortization period of amortized intangible assets is 7.7 years.

Amortization expense included in the consolidated statements of operations is as follows:

	Three Months Ended December 31,		Six Months Ended December 31,	
	2025	2024	2025	2024
Amortization of acquired intangibles	\$ 1,199	\$ 1,753	\$ 2,411	\$ 3,933

10. DEBT AND BORROWINGS

Debt and borrowings consisted of the following:

	December 31, 2025	June 30, 2025
Revolving credit facility	\$ 454,000	\$ 450,500
Term loans	251,800	255,550
Less: Unamortized issuance costs	(1,622)	(1,844)
Finance lease obligations	525	615
	704,703	704,821
Current debt and finance lease obligations ⁽¹⁾	704,315	7,653
Long-term debt and finance lease obligations, less current portion	\$ 388	\$ 697,168

⁽¹⁾ Includes \$137 (June 30, 2025: \$153) of short-term finance lease obligations.

Amended and Restated Credit Agreement

On December 22, 2021, the Company entered into a Fourth Amended and Restated Credit Agreement (as subsequently amended, the “Credit Agreement”). The Credit Agreement originally provided 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 was originally 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. The Company’s obligations under the Credit Agreement are guaranteed by certain existing and future domestic subsidiaries of the Company and are secured by liens on assets of the Company and its material

domestic subsidiaries, including the equity interest in each of their direct subsidiaries and intellectual property, subject to agreed-upon exceptions.

The Credit Agreement includes financial covenants that require compliance with a consolidated secured leverage ratio, a consolidated leverage ratio and a consolidated interest coverage ratio. On August 22, 2023, the Company entered into a Second Amendment (the “Second Amendment”) to the Credit Agreement. Pursuant to the Second Amendment, the Company’s maximum consolidated secured leverage ratio was amended to be 5.00:1.00 until September 30, 2023, 5.25:1.00 until December 31, 2023, 5.00:1.00 until December 31, 2024, and 4.25:1.00 thereafter. See below for a description of the Third Amendment and Fourth Amendment (each as defined below). Following the Fourth Amendment, the Company’s maximum consolidated secured leverage ratio under the Credit Agreement was 5.00:1.00 for the quarter ended June 30, 2025 and is 5.50:1.00 for the quarter ending September 30, 2025 and thereafter. Pursuant to the Credit Agreement, the Company’s maximum consolidated leverage ratio is 6.00:1.00, and, through June 30, 2025, its minimum interest coverage ratio was 2.50:1.00.

From the date of the Second Amendment until the date of the Third Amendment, loans under the Credit Agreement bore interest at (a) the Secured Overnight Financing Rate plus a credit spread adjustment of 0.10% (“Term SOFR”) plus 2.5% per annum or (b) the Base Rate (as defined in the Credit Agreement) plus 1.5% per annum.

On May 5, 2025, the Company entered into a Third Amendment (the “Third Amendment”) to the Credit Agreement. Pursuant to the Third Amendment, the Company’s maximum consolidated secured leverage ratio was amended to be 4.75:1.00 for the quarter ending June 30, 2025 through (and including) the quarter ending March 31, 2026, 4.50:1.00 for the quarter ending June 30, 2026, and 4.25:1.00 for the quarter ending September 30, 2026 and thereafter.

Commencing on the date of the Third Amendment, loans under the Credit Agreement bore interest at (a) Term SOFR plus 3.00% per annum or (b) the Base Rate plus 2.00% per annum.

The Third Amendment also reduced the size of the Revolver from \$800,000 to \$700,000 in the aggregate, with the U.S. revolving credit facility reduced from \$440,000 to \$385,000 and the global revolving credit facility reduced from \$360,000 to \$315,000.

On September 11, 2025, the Company entered into a Fourth Amendment (the “Fourth Amendment”) to the Credit Agreement. Pursuant to the Fourth Amendment, (x) the Company’s maximum consolidated secured leverage ratio was amended to be 5.00:1.00 for the quarter ending June 30, 2025 and 5.50:1.00 for the quarter ending September 30, 2025 and thereafter, (y) the Company’s minimum consolidated interest coverage ratio was amended to be 2.00:1.00 for the quarter ending September 30, 2025 and thereafter and (z) a covenant was added requiring the Company to maintain a minimum Consolidated EBITDA (as such term is defined in the Credit Agreement as amended by the Fourth Amendment) of (i) \$17,000 for the quarter ending September 30, 2025 and (ii) \$52,000 for the cumulative two quarters ending September 30, 2025 and on December 31, 2025. The aforementioned financial covenants use financial measures that are defined under the Credit Agreement and not pursuant to U.S. GAAP.

Commencing on the date of the Fourth Amendment, loans under the Credit Agreement bear interest at (a) Term SOFR plus 4.00% per annum or (b) the Base Rate plus 3.00% per annum.

The Fourth Amendment also reduced the size of the Revolver from \$700,000 to \$600,000 in the aggregate, with the U.S. revolving credit facility reduced from \$385,000 to \$330,000 and the global revolving credit facility reduced from \$315,000 to \$270,000.

Excluding the impact of hedges, the weighted average interest rate on outstanding borrowings under the Credit Agreement at December 31, 2025 was 8.26%. The Company uses interest rate swaps to hedge a portion of the interest rate risk related to its outstanding variable rate debt. As of December 31, 2025, the notional amount of the interest rate swaps was \$400,000 with fixed rate payments of 7.12%. Including the impact of hedges, the weighted average interest rate on outstanding borrowings under the Credit Agreement at December 31, 2025 was 7.71%. Additionally, the Credit Agreement contains a commitment fee of 0.25% per annum on the amount unused under the Credit Agreement.

As of December 31, 2025, there were \$454,000 of loans under the Revolver, \$251,800 of Term Loans, and \$2,349 of letters of credit outstanding under the Credit Agreement. As of December 31, 2025, the Company had \$705,800 of debt obligations maturing on December 22, 2026. See Note 2, *Basis of Presentation*, for management’s going concern assessment and plan. As

of December 31, 2025 and June 30, 2025, \$143,651 and \$246,725, respectively, was available under the Credit Agreement, subject to compliance with the financial covenants. As of December 31, 2025, the Company was in compliance with all associated covenants.

Credit Agreement Issuance Costs

In connection with the Fourth Amendment to its Credit Agreement during the first quarter of fiscal year 2026, the Company incurred debt issuance costs of approximately \$2,846, of which \$2,529 was deferred. Of the total deferred costs, \$1,996 were associated with the Revolver and are being amortized on a straight-line basis within Other assets on our Consolidated Balance Sheets, and \$533 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 over the term of the Credit Agreement. Further, the Fourth Amendment decreased the borrowing capacity of the Revolver, resulting in write-off of \$604 of previously capitalized deferred costs.

Interest paid during the three and six months ended December 31, 2025 was \$14,245 and \$27,847, respectively. Interest paid during the three and six months ended December 31, 2024 was \$11,828 and \$24,283, respectively.

11. 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. However, to the extent that application of the estimated annual effective tax rate is not representative of the quarterly portion of actual tax expense expected to be recorded for the year in a jurisdiction, the Company determines the provision for income taxes based on actual year-to-date income (loss) which it has done for certain jurisdictions for the quarter ended December 31, 2025. 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 2.1% and 2.7% for the three months ended December 31, 2025 and 2024, respectively. The effective income tax rate was an expense of 0.8% and 5.4% for the six months ended December 31, 2025 and 2024, respectively. The effective income tax rates for the three and six months ended December 31, 2025 and December 31, 2024 were impacted by the geographical mix of earnings and state income taxes. The effective income tax rate for the three and six months ended December 31, 2025 was also impacted by the recognition of a receivable associated with a Representation & Warranty ("R&W") insurance claim related to a prior acquisition, impairment of goodwill and movement in both federal and state valuation allowances. The effective income tax rate for the three and six months ended December 31, 2024 was impacted by the impairment of goodwill and personal care intangibles and movement in both federal and state valuation allowances.

12. ACCUMULATED OTHER COMPREHENSIVE LOSS

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

	Foreign Currency Translation Adjustment, Net	Deferred (Losses) Gains on Cash Flow Hedging Instruments, Net	Deferred (Losses) Gains on Fair Value Hedging Instruments, Net	Deferred (Losses) Gains on Net Investment Hedging Instruments, Net	Total
Balance at June 30, 2024	\$ (147,073)	\$ 9,395	\$ 297	\$ 136	\$ (137,245)
Other comprehensive income (loss) before reclassifications	47,815	(5,515)	(606)	(2,457)	39,237
Amounts reclassified into (income) expense	—	(1,749)	719	(371)	(1,401)
Net change in accumulated other comprehensive income (loss) for the three months ended September 30, 2024 ⁽¹⁾	47,815	(7,264)	113	(2,828)	37,836
Balance at September 30, 2024	\$ (99,258)	\$ 2,131	\$ 410	\$ (2,692)	\$ (99,409)
Other comprehensive (loss) income before reclassifications	(64,695)	4,357	1,190	4,831	(54,317)
Amounts reclassified into income	—	(1,351)	(1,542)	(364)	(3,257)
Net change in accumulated other comprehensive (loss) income for the three months ended December 31, 2024 ⁽¹⁾	(64,695)	3,006	(352)	4,467	(57,574)
Balance at December 31, 2024	\$ (163,953)	\$ 5,137	\$ 58	\$ 1,775	\$ (156,983)
Balance at June 30, 2025	\$ (75,749)	\$ 2,583	\$ 184	\$ (8,071)	\$ (81,053)
Other comprehensive (loss) income before reclassifications	(10,798)	320	142	575	(9,761)
Amounts reclassified into income	—	(1,098)	(104)	(362)	(1,564)
Net change in accumulated other comprehensive (loss) income for the three months ended September 30, 2025 ⁽¹⁾	(10,798)	(778)	38	213	(11,325)
Balance at September 30, 2025	\$ (86,547)	\$ 1,805	\$ 222	\$ (7,858)	\$ (92,378)
Other comprehensive income before reclassifications	1,163	49	81	329	1,622
Amounts reclassified into income	—	(708)	(68)	(361)	(1,137)
Net change in accumulated other comprehensive income (loss) for the three months ended December 31, 2025 ⁽¹⁾	1,163	(659)	13	(32)	485
Balance at December 31, 2025	\$ (85,384)	\$ 1,146	\$ 235	\$ (7,890)	\$ (91,893)

⁽¹⁾ See Note 15, *Derivatives and Hedging Activities*, for the amounts reclassified into income for deferred gains on hedging instruments recorded in the consolidated statements of operations during the three and six months ended December 31, 2025 and 2024.

13. STOCK-BASED COMPENSATION AND INCENTIVE PERFORMANCE PLANS

The Company maintains a stockholder-approved plan, The Hain Celestial Group, Inc. 2022 Long Term Incentive and Stock Award Plan (as amended, the “2022 Plan”), which was approved at the Company’s 2022 Annual Meeting of Shareholders held on November 17, 2022, and further amended at each of the Company’s 2024 Annual Meeting of Shareholders held on October 31, 2024 and the Company’s 2025 Annual Meeting of Stockholders held on October 30, 2025. The 2022 Plan permits the Company to continue making equity-based and other incentive awards in a manner intended to properly incentivize its employees, directors, consultants and other service providers by aligning their interests with the interests of the Company’s stockholders. The 2022 Plan is administered by the Compensation Committee of the Company’s Board of Directors. The Company also historically granted shares under its Amended and Restated 2002 Long-Term Incentive and Stock Award Plan and its 2019 Equity

Inducement Award Program. The Company’s long-term incentive program (“LTIP”) is described in Note 14, *Stock-Based Compensation and Incentive Performance Plans*, in the Notes to the Consolidated Financial Statements in the Form 10-K.

In the second quarter of fiscal 2025, a form of awards was granted to employees that can be settled in cash or stock, at the Company’s discretion. These awards are accounted for as liability-based equity awards since the Company has the ability and intent to settle such awards in cash.

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 December 31,		Six Months Ended December 31,	
	2025	2024	2025	2024
Selling, general and administrative expense				
Stock-based awards	\$ 1,051	\$ 3,573	\$ 3,054	\$ 6,449
Cash-settled awards	56	272	328	272
Total selling, general and administrative expenses	\$ 1,107	\$ 3,845	\$ 3,382	\$ 6,721
Related income tax benefit	\$ 49	\$ 190	\$ 32	\$ 473

Stock-Based Award Activity

Stock-based awards are generally issued in the form of restricted share units (“RSUs”), which are service-based awards, and performance share units (“PSUs”) that are subject to the achievement of minimum market conditions or performance goals. RSU awards to employees generally provide for vesting in equal annual installments over a period of three years, with different vesting periods in certain cases. RSU awards to non-employee directors generally provide for a vesting period of one year. For PSU awards, the following share figures are stated at target levels, and the awards outstanding as of December 31, 2025 generally provide for vesting at 0% to 100%, 150% or 200% of the target level. Awards of PSUs and RSUs are issued at no cost to the recipient. A summary of all stock-based award activity for the six months ended December 31, 2025 is as follows:

	Number of Shares and Units	Weighted Average Grant Date Fair Value (per share)
Non-vested RSUs and PSUs outstanding at June 30, 2025	2,624	\$ 9.09
Granted	5,406	\$ 0.94
Vested	(965)	\$ 6.77
Forfeited	(747)	\$ 10.39
Non-vested RSUs and PSUs outstanding at December 31, 2025	6,318	\$ 2.32

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

	Six Months Ended December 31,	
	2025	2024
Fair value of RSUs and PSUs granted	\$ 5,101	\$ 14,855
Fair value of shares vested	\$ 1,271	\$ 4,411
Tax benefit recognized from restricted shares vesting	\$ 210	\$ 597

At December 31, 2025, there was \$9,932 of unrecognized stock-based compensation expense related to non-vested stock-based awards, which is expected to be recognized over a weighted average period of 1.29 years.

Cash-Settled Award Activity

The Company grants cash-settled awards that are either service-based or subject to the achievement of minimum market conditions or performance goals. Service-based cash awards generally provide for vesting in equal annual installments over a period of three years, with different vesting periods in certain cases. For cash awards tied to minimum market conditions or performance goals, award amounts are stated at target levels with vesting at 0% to 100% or 150% of the target level depending on conditions or performance. Cash-based awards are issued at no cost to the recipient.

The fair value of these cash-settled awards is measured at each reporting period until the awards are settled. The performance-based cash-settled award liability at December 31, 2025 was recorded ratably based on the Company's projected achievement at the end of the measurement period. The cash incentive award liability was \$171 at December 31, 2025, all of which is classified as a liability and reported in accrued expenses and other current liabilities.

During the six months ended December 31, 2025, the estimated fair value of granted cash-settled awards was \$3,362. For the reporting period, the Company recognized a forfeiture adjustment of \$564.

At December 31, 2025, there was \$4,724 of unrecognized cash-based compensation expense related to non-vested awards, which is expected to be recognized over a weighted average period of 2.60 years.

CEO Grant

In connection with her appointment as Interim President and Chief Executive Officer, Alison Lewis received a one-time grant of 621 RSUs on May 7, 2025. On December 15, 2025, upon her appointment as President and Chief Executive Officer, she vested in a prorated portion of that grant, resulting in the vesting of 378 shares of common stock and the residual awards were forfeited.

On December 15, 2025, Ms. Lewis received a grant under the LTIP for a total of 2,150 share units comprising 1,500 PSUs and 650 RSUs which represent the total three-year long-term incentive opportunity that would have been granted under the fiscal year 2026 – 2028 LTIP. The PSUs will vest upon the achievement of pre-established stock price targets while she is employed as follows:

- 375 shares if the 30-trading day average stock price equals or exceeds \$3.00
- 375 shares if the 30-trading day average stock price equals or exceeds \$5.00
- 375 shares if the 30-trading day average stock price equals or exceeds \$7.00
- 375 shares if the 30-trading day average stock price equals or exceeds \$9.00

The RSUs will vest one-third each year on the anniversary of the start date, subject to her continued employment.

14. FAIR VALUE MEASUREMENTS

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 December 31, 2025:

	Total	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets:				
Derivative financial instruments	\$ 1,434	\$ —	\$ 1,434	\$ —
Liabilities:				
Derivative financial instruments	\$ 17,180	\$ —	\$ 17,180	\$ —

The following table presents assets and liabilities measured at fair value on a recurring basis as of June 30, 2025:

	Total	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets:				
Derivative financial instruments	\$ 5,835	\$ —	\$ 5,835	\$ —
Liabilities:				
Derivative financial instruments	\$ 19,706	\$ —	\$ 19,706	\$ —

There were no transfers of financial instruments between the three levels of fair value hierarchy during the six months ended December 31, 2025 or 2024.

Derivative Instruments

The Company uses interest rate swaps to manage interest rate risk and cross-currency swaps and foreign currency exchange contracts to manage exposure to currency fluctuations. These instruments are valued using techniques like DCF analysis, which considers the contractual terms and market-based inputs such as interest rate curves and implied volatilities. The fair values of interest rate swaps are determined by netting the discounted future fixed and variable cash flows. The variable cash flows are based on expected future interest rates.

Credit valuation adjustments are made to reflect the nonperformance risk of both the Company and its counterparties. Most inputs used to value derivatives fall within Level 2 of the fair value hierarchy, but credit valuation adjustments use Level 3 inputs, such as current credit spreads. The impact of these adjustments was not significant to the overall valuation, so all derivatives as of December 31, 2025 and June 30, 2025 were classified as Level 2.

Nonrecurring Fair Value Measurements

The Company measures certain non-financial assets, such as goodwill, indefinite and definite lived intangible assets, and long-lived assets (property and equipment, and right-of-use lease assets), at fair value on a nonrecurring basis. These assets are initially measured at fair value at the time of acquisition or purchase, with adjustments only for foreign currency translation. Periodically, these assets are tested for impairment by comparing their carrying values to their estimated fair values. If an asset is impaired, the Company recognizes an impairment expense equal to the excess of the carrying value over the estimated fair value.

For indefinite-lived intangible assets, fair value is determined using the relief from royalty approach, considering factors like future growth, royalty rates, discount rates, and other variables. Fair value measurements for reporting units where goodwill resides are estimated using the Discounted Cash Flow (“DCF”) method income approach, which involve significant management judgment and Level 3 inputs, such as economic conditions and customer demand. For long-lived assets, the Company compares the fair value of the assets to their carrying value utilizing a valuation technique commensurate with the underlying assets. These measurements are performed at least annually for impairment testing. The Company bases its fair value estimates on reasonable assumptions but acknowledges their unpredictability and inherent uncertainty.

During the three and six months ended December 31, 2025, the Company recorded non-cash impairment charges of \$38,495 and \$81,413, related to the goodwill of the U.S. and U.K. reporting units, respectively, as discussed in Note 9, *Goodwill and Other Intangible Assets*. As of December 31, 2025, the U.S. and U.K. reporting units goodwill balances were each classified as a Level 3 asset measured at fair value on a nonrecurring basis with an estimated fair value of \$459,000 and \$270,525, respectively.

During the three and six months ended December 31, 2025, the Company conducted an interim quantitative impairment test for its Ella's Kitchen® baby and kids foods and Hartley's® jelly indefinite-lived tradenames and recorded a non-cash impairment charge of \$11,917 for Hartley's® jelly indefinite-lived tradename, as discussed in Note 9, *Goodwill and Other Intangible Assets*. The fair value was determined using the relief from royalty approach, considering factors like future growth, royalty rates, discount rates, and other variables. As of December 31, 2025, such intangible assets were classified as Level 3 assets measured at fair value on a nonrecurring basis with estimated fair value of \$35,801 and \$37,685, respectively.

During the three and six months ended December 31, 2024, the Company recorded a non-cash impairment charge of \$91,267 related to U.S. reporting unit goodwill, as discussed in Note 9, *Goodwill and Other Intangible Assets*. As of December 31, 2024, such goodwill was classified as a Level 3 asset measured at fair value on a nonrecurring basis.

During the three and six months ended December 31, 2024, the Company recorded non-cash impairment charges of \$17,986 for personal care intangible assets and associated property, plant and equipment as discussed in Note 7, *Property and Equipment, Net*, and Note 9, *Goodwill and Other Intangible Assets*. As of December 31, 2024, such intangible assets and property, plant and equipment were classified as Level 3 assets measured at fair value on a nonrecurring basis.

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 and six months ended December 31, 2025 and 2024, 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 AOCL and subsequently reclassified into interest expense in the same period during which the hedged transaction affects earnings. Amounts reported in AOCL related to derivatives will be reclassified to interest expense as interest payments are made on the Company's variable rate debt. During the next 12 months, the Company estimates that an additional \$1,435 will be reclassified as a decrease to interest expense.

As of December 31, 2025, 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	4	\$	400,000

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, at times, 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 risks.

For derivatives designated and that qualify as cash flow hedges of foreign exchange risk, the gain or loss on the derivative is recorded in AOCL and subsequently reclassified in the same period during which the hedged transaction affects earnings within the same income statement line item as the earnings effect of the hedged transaction. During the next 12 months, the Company estimates that an additional \$11 relating to the foreign currency forward contracts will be reclassified to interest expense.

As of December 31, 2025, the Company had the following outstanding foreign currency derivatives that were used to hedge its foreign exchange risks:

Foreign Currency Derivative	Number of Instruments	Notional Sold		Notional Purchased	
Foreign currency forward contract	3	£	3,981	€	4,500

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 Western 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 AOCL as part of the cumulative translation adjustment. Amounts are reclassified out of AOCL into earnings when the hedged net investment is either sold or substantially liquidated.

As of December 31, 2025, 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	\$	103,312

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 interest and other financing expense, net.

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.

As of December 31, 2025, 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	\$ 25,453

As of December 31, 2025 and June 30, 2025, the following amounts were recorded on the consolidated balance sheets 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	
	December 31, 2025	June 30, 2025	December 31, 2025	June 30, 2025
	Intercompany loan receivable	\$ 28,975	\$ 28,982	\$ (7)

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 December 31, 2025:

	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
<u>Derivatives designated as hedging instruments:</u>				
Interest rate swaps	Prepaid expenses and other current assets	\$ 1,434	Accrued expenses and other current liabilities	\$ —
Cross-currency swaps	Prepaid expenses and other current assets	—	Accrued expenses and other current liabilities	17,068
Foreign currency forward contracts	Prepaid expenses and other current assets	—	Accrued expenses and other current liabilities	44
Total derivatives designated as hedging instruments		\$ 1,434		\$ 17,112

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, 2025:

	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
<u>Derivatives designated as hedging instruments:</u>				
Interest rate swaps	Prepaid expenses and other current assets	\$ 3,091	Accrued expenses and other current liabilities	\$ —
Interest rate swaps	Other noncurrent assets	140	Other noncurrent liabilities	—
Cross-currency swaps	Prepaid expenses and other current assets	2,335	Accrued expenses and other current liabilities	—
Cross-currency swaps	Other noncurrent assets	—	Other noncurrent liabilities	19,706
Foreign currency forward contracts	Prepaid expenses and other current assets	269	Accrued expenses and other current liabilities	—
Total derivatives designated as hedging instruments		<u>\$ 5,835</u>		<u>\$ 19,706</u>

The following table presents the pre-tax effect of the Company's cash flow hedges, net investment hedges, and fair value hedges on AOCL for the three and six months ended December 31, 2025 and 2024:

	Amount of Gain (Loss) Recognized in AOCL on Derivatives			
	Three Months Ended December		Six Months Ended December 31,	
	31,			
	2025	2024	2025	2024
Derivatives in cash flow hedging relationships:				
Interest rate swaps	\$ 124	\$ 6,389	\$ 554	\$ (978)
Foreign currency forward contracts	(44)	(456)	(44)	(456)
Derivatives in net investment hedging relationships:				
Cross-currency swaps	441	6,579	1,212	3,297
Derivatives in fair value hedging relationships:				
Cross-currency swaps	109	1,620	299	811
	<u>\$ 630</u>	<u>\$ 14,132</u>	<u>\$ 2,021</u>	<u>\$ 2,674</u>

The following table presents the pre-tax effect of the Company's cash flow hedges, net investment hedges, and fair value hedges on the consolidated statements of operations, recorded in interest and other financing expense, net, for the three and six months ended December 31, 2025 and 2024:

	Amount of Gain (Loss) Reclassified from AOCL into Income (Expense)			
	Three Months Ended December 31,		Six Months Ended December 31,	
	2025	2024	2025	2024
Derivatives in cash flow hedging relationships:				
Interest and other financing expense, net:				
Interest rate swaps	\$ 1,011	\$ 1,840	\$ 2,351	\$ 4,176
Cross-currency swaps	—	—	—	—
Cost of sales:				
Foreign currency forward contracts	(46)	—	52	—
Derivatives in net investment hedging relationships:				
Cross-currency swaps	484	495	968	989
Derivatives in fair value hedging relationships:				
Cross-currency swaps ⁽¹⁾	91	2,099	229	1,140
	<u>\$ 1,540</u>	<u>\$ 4,434</u>	<u>\$ 3,600</u>	<u>\$ 6,305</u>

⁽¹⁾ Net of amount that is excluded from effectiveness testing. The amount of gain, excluded from effectiveness testing, reclassified from AOCL into income for the three months ended December 31, 2025 and 2024 was \$111 and \$123, respectively. The amount of gain, excluded from effectiveness testing, which was reclassified from AOCL into income for the six months ended December 31, 2025 and 2024 was \$222 and \$247, respectively.

Non-Designated Hedges

Derivatives not designated as hedges are not speculative and are used to manage the Company's exposure to interest rate movements and other identified risks but do not meet the strict hedge accounting requirements and/or the Company has not elected to apply hedge accounting. Changes in the fair value of derivatives not designated in hedging relationships are recorded directly in earnings.

During the three and six months ended December 31, 2025, the Company entered into auto-cancellable Target Redemption Forward ("TARF") contracts to buy up to €13,800, as part of its strategy to manage exposure to certain Euro-denominated liabilities across 13 defined bi-weekly fixed ranges over a six-month period from January 2026 to June 2026. During the three months ended December 31, 2025, the Company recorded a loss of \$68 on such TARF contracts, which is included in other (income) expense, net in the consolidated statements of operations.

	Asset Derivatives		Liability Derivatives	
	Balance Sheet		Balance Sheet	
	Location	Fair Value	Location	Fair Value
Derivatives not designated as hedging instruments:				
Target Redemption Forward	Prepaid expenses and other current assets	\$ —	Accrued expenses and other current liabilities	\$ 68

16. TRANSFORMATION PROGRAM

During the first quarter of fiscal year 2024, the Company began a multi-year restructuring program (the “Restructuring Program”) and incurred charges related to contract terminations, asset write-downs, employee-related costs, and other transformation-related expenses.

For the three months ended December 31, 2025, expenses associated with the Restructuring Program in the amount of \$3,776 were recorded in productivity and transformation costs, on the consolidated statements of operations. For the three months ended December 31, 2024, expenses associated with the Restructuring Program in the amount of \$4,190, \$2,254 and \$858 were recorded in productivity and transformation costs, intangibles and long-lived asset impairment and cost of sales, respectively, on the consolidated statements of operations.

For the six months ended December 31, 2025, expenses associated with the Restructuring Program in the amount of \$11,995 and \$5,283 were recorded in productivity and transformation costs and cost of sales, respectively, on the consolidated statements of operations. For the six months ended December 31, 2024, expenses associated with the Restructuring Program in the amount of \$9,208, \$2,285 and \$1,234 were recorded in productivity and transformation costs, intangibles and long-lived asset impairment, and cost of sales, respectively, on the consolidated statements of operations.

The table below sets forth expenses associated with the Restructuring Program for the three and six month periods ended December 31, 2025 and December 31, 2024 by reportable segments and Corporate and Other.

	Three Months Ended		Six Months Ended	
	December 31, 2025	December 31, 2024	December 31, 2025	December 31, 2024
North America	\$ 1,770	\$ 3,410	\$ 11,176	\$ 5,651
Corporate and Other	1,184	3,733	4,512	5,723
International	822	159	1,590	1,353
	<u>\$ 3,776</u>	<u>\$ 7,302</u>	<u>\$ 17,278</u>	<u>\$ 12,727</u>

The following table displays the activities and liability balances relating to the Restructuring Program for the period ended as of December 31, 2025. The Company expects to pay substantially all remaining accrued restructuring costs during the next 12 months and the program is expected to conclude by fiscal year 2027.

	Balance at June 30, 2025	Charges	Amounts Paid	Non-cash settlements/ Adjustments	Balance at December 31, 2025
Employee-related costs ⁽¹⁾	\$ 2,430	\$ 7,968	\$ (5,169)	\$ —	\$ 5,229
Contract termination costs	208	806	(722)	—	292
Asset write-downs ⁽²⁾	—	3,550	—	(3,550)	—
Other transformation-related expenses ⁽³⁾	380	4,954	(5,084)	(43)	207
	<u>\$ 3,018</u>	<u>\$ 17,278</u>	<u>\$ (10,975)</u>	<u>\$ (3,593)</u>	<u>\$ 5,728</u>

⁽¹⁾ Employee-related costs include \$833 of severance related to executive officer succession.

⁽²⁾ Represents non-cash asset write downs due to accelerated depreciation.

⁽³⁾ Other transformation-related expenses primarily include consultancy charges related to reorganization of global functions and related personnel resource requirements, and rationalizing sourcing and supply chain processes.

17. COMMITMENTS AND CONTINGENCIES

Securities Class Actions Filed in Federal Court

The Company and certain of its former officers (collectively, the “Defendants”) are defendants in a consolidated class action complaint in the Eastern District of New York under the caption *In re The Hain Celestial Group, Inc. Securities Litigation* (the “Consolidated Securities Action”). A Corrected Consolidated Amended Complaint was filed in the summer of 2017, which 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.

After Defendants’ initial motion to dismiss was granted without prejudice to replead in October 2017, the Co-Lead Plaintiffs filed a Second Amended Consolidated Class Action Complaint on May 6, 2019 (the “Second Amended Complaint”), which made allegations similar to those in the previous complaint. After several years of motion practice and related court orders, on September 29, 2023, the District Court granted Defendants’ Motion to Dismiss the Second Amended Complaint. Co-Lead Plaintiffs filed a notice of appeal on October 26, 2023, appealing the District Court’s decision dismissing the Second Amended Complaint to the Second Circuit, and the appeal was fully briefed as of June 3, 2024. On September 29, 2025, the Second Circuit reversed and remanded the matter for further proceedings. The matter is now proceeding in the district court and the Company answered the Second Amended Complaint on January 27, 2026.

Additional Stockholder Class Action and Derivative Complaints Filed in Federal Court

The former Board of Directors and certain former officers of the Company are defendants in a consolidated action, originally filed in 2017 in the Eastern District of New York, under the caption *In re The Hain Celestial Group, Inc. Stockholder Class and Derivative Litigation* (the “Consolidated Stockholder Class and Derivative Action”). The plaintiffs allege 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 and that the Company violated its by-laws and Delaware law by failing to hold its 2016 Annual Stockholders Meeting and claim breach of fiduciary duty, unjust enrichment and corporate waste.

After several years of motion practice and related court orders in the related Consolidated Securities Action, on July 24, 2020, the plaintiffs made a stockholder litigation demand on the Board containing overlapping factual allegations to those set forth in the Consolidated Stockholder Class and Derivative Action. On November 3, 2020, Plaintiffs were informed that the Board had finished investigating and resolved, among other things, that the demand should be rejected. In light of developments in the Consolidated Securities Action referenced above that remanded that 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. Following the Second Circuit’s reversal and remand on September 29, 2025, the Parties filed a status update on November 14, 2025 and an initial proposed scheduling order on February 6, 2026.

Baby Food Class Action 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 were 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”). In the Consolidated Proceeding, the plaintiffs generally allege that the Company violated various state consumer protection laws and assert 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 Company filed a motion to dismiss the Consolidated Class Action Complaint. Following oral argument on August 1, 2024, the Court issued an order on December 27, 2024 in which it granted the Company’s motion to dismiss with respect to Plaintiffs’ claims arising out of the alleged presence of lead, cadmium, mercury, or other substances, as well as any claims challenging the use of the “USDA Organic” seal on the

Products' labeling, and denied the Company's motion to dismiss with respect to Plaintiffs' claims arising out of the alleged presence of arsenic in the Products. The Company filed its answer to the Consolidated Class Action Complaint on January 23, 2025. One consumer class action is pending in New York Supreme Court, Nassau County, which the court has stayed in deference to the Consolidated Proceeding. 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 publication 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 has provided 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, and the Court denied that motion. The Company filed its answer to the New Mexico Attorney General's amended complaint on April 23, 2022, and discovery is ongoing. 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 numerous 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. These lawsuits generally allege injuries related to neurological development disorders such as autism and attention deficit hyperactivity disorder.

Baby Food Multidistrict Litigation

On January 4, 2024, plaintiffs in federal cases across the country filed a Motion to Transfer Actions for Coordinated or Consolidated Pretrial Proceedings. On April 11, 2024, the United States Judicial Panel on Multidistrict Litigation granted plaintiffs' motion and transferred the cases to the Northern District of California for coordinated or consolidated pretrial proceedings. On April 15, 2024, the court issued an order staying all outstanding discovery proceedings and pending motions and vacating all previously scheduled hearing dates. There are approximately 100 federal cases filed against the Company pending in the multi-district litigation ("MDL"). Plaintiffs filed their Master Complaint on July 15, 2024. On December 18, 2024, Defendants filed motions to dismiss the Master Complaint, which the Court granted in part and denied in part. The MDL is first proceeding with general causation discovery. Expert discovery has closed. The parties Rule 702 motions have been fully briefed. The Court held Rule 702 hearings during the week of December 8, 2025 and the parties await a decision.

Baby Food California State Court Cases

There are currently ten personal injury cases against the Company pending in California State Superior Courts relating to the same allegations regarding trace levels of heavy metals in the Products. These cases are now (or will be) included in Judicial Council Coordinated Proceedings ("JCCP"). In June 2024, the cases were assigned a trial coordination judge. All but two of the cases are currently stayed.

In Landon R. v. The Hain Celestial Group, Inc., et al., No. 23STCV24844, discovery has closed. The Court held hearings on the parties' Sargon and Summary Judgment Motions. On December 3, 2025, the Court granted defendants' Motion to Exclude Plaintiff's Exposure Expert and Defendants' Motion for Summary Judgment. The Court entered judgment in defendants' favor on January 2, 2026.

On September 30, 2025, the Court lifted the discovery and pleading stay in two additional cases: Kaleb R. v. Hain Celestial Group, Inc. et al. (No. 23STCV30542) and Samuel R. v. Hain Celestial Group, Inc. et al. (No. 23CV057126). Discovery is ongoing in both cases.

Palmquist v. The Hain Celestial Group

During a jury trial in February 2023 in the baby food-related matter Palmquist v. The Hain Celestial Group, Inc., the court granted the Company's motion for a directed verdict, finding no liability for the Company. The Court entered Final Judgment in the Company's favor on March 3, 2023.

Plaintiffs appealed in the Fifth Circuit, and on May 28, 2024, the Fifth Circuit reversed the district court's order denying Plaintiff's motion to remand the case and vacated the final judgement of the district court. The Company filed a Petition for En Banc Reconsideration, which the Fifth Circuit denied.

The Company successfully petitioned the United States Supreme Court for a writ of certiorari, and the appeal is fully briefed as of September 10, 2025. The Court heard oral argument on November 4, 2025 and the parties await a decision.

The case has been remanded to Texas state court, where it is now pending in the District Court of Brazoria County, Texas. Discovery is ongoing, but the trial has been continued pending a decision at the United States Supreme Court.

With respect to all of the above-described baby food matters, the Company denies that its Products led to any of the alleged injuries and will defend these cases vigorously. That said, as is common in circumstances of this nature, additional lawsuits may be filed against the Company in the future, asserting similar or different legal theories and seeking similar or different types of damages and relief. Such lawsuits may be resolved in a manner adverse to us, and we may incur substantial costs or damages not covered by insurance, which could have a material adverse effect on our financial condition and business.

Other

In addition to the matters 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. 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.

18. SEGMENT INFORMATION

The Company's organizational structure consists of two geographic based reportable segments: North America and International, which are also the operating segments. This structure is in line with how the Company's Chief Operating Decision Maker ("CODM") assesses the Company's performance and allocates resources. The President and Chief Executive Officer is the CODM of the Company. The Company's measure of segment profitability is Adjusted EBITDA and the CODM also uses net sales in order to analyze segment results and trends to allocate resources. On a monthly basis, the CODM reviews how actual results compare to forecasts and prior periods when making decisions regarding strategic initiatives and capital investments to segments.

Segment Adjusted EBITDA excludes: net interest expense, income taxes, depreciation and amortization, equity in net loss of equity-method investees, stock-based compensation, net, unrealized currency losses (gains), proceeds from insurance claim, certain litigation and related costs, plant closure related costs, net, productivity and transformation costs, warehouse and manufacturing consolidation and other costs, net, costs associated with acquisitions, divestitures and other transactions, (gain) loss on sale of assets, impairment of goodwill, intangibles and long-lived asset impairments and other adjustments. In addition, Segment Adjusted EBITDA does not include Corporate and Other expenses related to the Company's centralized administrative functions, which do not specifically relate to a reportable 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 the entire enterprise, litigation expense and expenses for certain professional fees, facilities, and other items which benefit the Company as a whole.

[Table of Contents](#)

The following tables set forth financial information about each of the Company's reportable segment's revenue, significant segment expenses and measure of segment profit or loss for the three and six months ended December 31, 2025 and 2024. Information about total assets by segment is not disclosed because such information is not reported to or used by the Company's CODM for purposes of assessing segment performance or allocating resources. Transactions between reportable segments were insignificant for all periods presented.

	<u>Three Months Ended December 31,</u>		<u>Six Months Ended December 31,</u>	
	<u>2025</u>	<u>2024</u>	<u>2025</u>	<u>2024</u>
Net Sales:				
North America	\$ 197,821	\$ 229,289	\$ 401,741	\$ 460,429
International	186,299	182,196	350,262	345,652
	<u>384,120</u>	<u>411,485</u>	<u>752,003</u>	<u>806,081</u>
Cost of sales, adjusted to exclude restructuring activities:				
North America	(156,641)	(171,505)	(314,358)	(355,031)
International	(152,609)	(145,670)	(290,908)	(274,800)
	<u>(309,250)</u>	<u>(317,175)</u>	<u>(605,266)</u>	<u>(629,831)</u>
Marketing expense:				
North America	(10,790)	(10,944)	(17,714)	(19,589)
International	(5,163)	(4,615)	(9,140)	(9,006)
	<u>(15,953)</u>	<u>(15,559)</u>	<u>(26,854)</u>	<u>(28,595)</u>
Other selling, general and administrative expenses, adjusted to exclude restructuring activities and depreciation and amortization:				
North America	(22,451)	(26,063)	(47,294)	(56,990)
International	(15,770)	(17,136)	(31,770)	(33,560)
	<u>(38,221)</u>	<u>(43,199)</u>	<u>(79,064)</u>	<u>(90,550)</u>
Depreciation and amortization and other adjustments:				
North America	2,973	4,530	5,545	8,947
International	6,241	7,751	13,110	14,610
	<u>9,214</u>	<u>12,281</u>	<u>18,655</u>	<u>23,557</u>
Segment Adjusted EBITDA:				
North America	10,911	25,307	27,920	37,766
International	18,998	22,526	31,553	42,896
Total Reportable Segments Adjusted EBITDA	<u>29,909</u>	<u>47,833</u>	<u>59,473</u>	<u>80,662</u>
Corporate and Other	(5,627)	(9,940)	(15,459)	(20,394)
	<u>24,282</u>	<u>37,893</u>	<u>44,014</u>	<u>60,268</u>
Depreciation and amortization	(11,149)	(11,020)	(26,560)	(22,447)
Equity in net loss of equity-method investees	(133)	(588)	(306)	(743)
Interest expense, net	(14,066)	(11,993)	(27,208)	(24,988)
Provision for income taxes	(2,386)	(2,728)	(1,130)	(6,251)
Stock-based compensation, net	(1,051)	(3,573)	(3,054)	(6,449)
Unrealized currency (losses) gains	(139)	1,624	(404)	430
Proceeds from insurance claim ^(a)	25,900	—	25,900	—
Certain litigation expenses, net ^(b)	182	(1,020)	(645)	(1,847)
Restructuring activities				
Productivity and transformation costs	(5,234)	(4,190)	(13,453)	(9,208)
Plant closure related costs, net	(520)	(858)	(806)	(1,234)
Acquisitions, divestitures and other				
Transaction and integration costs, net	(1,009)	105	(3,182)	423
Gain (loss) on sale of assets	1,142	1,626	2,028	(2,308)
Impairment charges				
Goodwill impairment	(119,908)	(91,267)	(119,908)	(91,267)
Intangibles and long-lived asset impairment	(11,917)	(17,986)	(11,917)	(18,017)
Net loss	<u>\$ (116,006)</u>	<u>\$ (103,975)</u>	<u>\$ (136,631)</u>	<u>\$ (123,638)</u>

- (a) Represents a receivable under the Company's R&W insurance related to one of our prior acquisitions, which was collected on January 2, 2026.
- (b) Expenses and items relating to securities class action, baby food litigation and SEC investigation.

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

	Three Months Ended December 31,		Six Months Ended December 31,	
	2025	2024	2025	2024
Snacks	\$ 71,851	\$ 89,707	\$ 151,866	\$ 189,182
Baby & Kids	53,590	61,561	109,382	122,329
Beverages	74,533	69,814	134,107	126,490
Meal Preparation	172,264	177,653	331,886	337,045
Personal Care	11,882	12,750	24,762	31,035
	<u>\$ 384,120</u>	<u>\$ 411,485</u>	<u>\$ 752,003</u>	<u>\$ 806,081</u>

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

	Three Months Ended December 31,		Six Months Ended December 31,	
	2025	2024	2025	2024
United States	\$ 176,951	\$ 203,325	\$ 355,105	\$ 406,098
United Kingdom	135,830	134,953	253,727	257,359
Western Europe	50,469	47,243	96,535	88,293
Canada	20,870	25,964	46,636	54,331
	<u>\$ 384,120</u>	<u>\$ 411,485</u>	<u>\$ 752,003</u>	<u>\$ 806,081</u>

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

	December 31, 2025	June 30, 2025
United States	\$ 128,414	\$ 129,558
United Kingdom	121,680	129,799
Western Europe	63,722	65,491
Canada	4,032	11,053
	<u>\$ 317,848</u>	<u>\$ 335,901</u>

19. SUBSEQUENT EVENT

On January 30, 2026, the Company entered into an asset purchase agreement with Snackruptors Inc. ("Snackruptors"), pursuant to which, subject to the terms and conditions set forth therein, Snackruptors has agreed to acquire from the Company its North American Snacks Business for \$115,000 in cash, subject to a customary inventory adjustment. Snackruptors is a Canadian-based, family-owned snacks manufacturer. The Company will use the net cash proceeds from the Transaction (after taxes and transaction costs) to pay down debt. Consummation of the Transaction is subject to various customary closing conditions and is currently expected to close in February 2026. At closing, Hain and Snackruptors will enter into a transition services agreement, pursuant to which Hain and Snackruptors will provide certain transition services to each other for a period of time following the closing.

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 December 31, 2025 contained in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the fiscal year ended June 30, 2025. Forward-looking statements in this Form 10-Q are qualified by the cautionary statement included in this Form 10-Q under the heading “Forward-Looking Statements” in the introduction of this Form 10-Q.

Overview

The Hain Celestial Group, Inc., a Delaware corporation (collectively with its subsidiaries, the “Company,” “Hain Celestial,” “we,” “us” or “our”) is a leading global health and wellness company whose purpose is to inspire healthier living for people, communities and the planet through better-for-you brands. For more than 30 years, Hain Celestial has intentionally focused on delivering nutrition and well-being that positively impacts today and tomorrow. Headquartered in Hoboken, N.J., Hain Celestial’s products across snacks, baby/kids, beverages and meal preparation are marketed and sold in over 70 countries around the world. The Company operates under two reportable segments: North America and International.

The Company’s leading brands include Garden Veggie Snacks™, Terra® chips, Garden of Eatin’® snacks, Hartley’s® jelly, Earth’s Best® Organic and Ella’s Kitchen® baby and kid’s foods, Celestial Seasonings® teas, Joya® and Natumi® plant-based beverages, The Greek Gods® yogurt, Cully & Sully®, Yorkshire Provender®, New Covent Garden® and Imagine® soups, among others.

Strategic Review

We are focused on five actions to win in the marketplace and drive growth: aggressively streamlining our portfolio, accelerating brand renovation and innovation, implementing price increases along with broader revenue growth management, driving productivity and working capital efficiency, and enhancing our digital capabilities, inclusive of ecommerce.

During the fourth quarter of fiscal year 2025, we announced that our Board of Directors was conducting a comprehensive review of the Company’s portfolio with the assistance of our independent financial advisor.

As part of this review, on January 30, 2026, the Company entered into a definitive agreement to sell its North American Snacks business, including Garden Veggie Snacks™, Terra® chips and Garden of Eatin’® snacks as well as certain private label products (the “North American Snacks Business”) for \$115,000 in cash, subject to a customary inventory adjustment (the “Transaction”). The Company will use the net proceeds from the Transaction to pay down debt. The Transaction, which is expected to close in February 2026, represents an important first step in the Company’s broader strategic review, as it will reduce leverage while enabling the Company to focus on a more concentrated portfolio of core assets to drive growth. See Note 19, *Subsequent Event*. Further, in the third quarter of fiscal year 2025, we announced that we were exploring strategic alternatives regarding our personal care business to focus on our portfolio of better-for-you food and beverages.

Restructuring Program

During the first quarter of fiscal year 2024, the Company began a multi-year restructuring program (the “Restructuring Program”), to improve profitability and support future growth and incurred charges related to contract terminations, asset write-downs, employee-related costs, and other transformation-related expenses.

Cumulative pretax charges associated with the Restructuring Program are expected to be \$115 million - \$125 million which represents an increase of \$15 million from the previously reported range, primarily due to incremental restructuring actions expected to be incurred in connection with the sale of the North American Snacks Business. The Restructuring Program is expected to conclude by fiscal year 2027. For the three and six months ended December 31, 2025, we incurred pretax charges of \$3.8 million and \$17.3 million respectively, associated with the Restructuring Program, compared to approximately \$7.3 million and \$12.7 million respectively, in the corresponding periods of the prior year.

Annualized pretax savings are expected to be \$130 million - \$150 million. The gross savings to date reflect operating model savings, productivity delivery and benefits from revenue growth management initiatives, offset by volume deleveraging and input cost inflation.

Global Economic Environment

Inflation volatility, shifting consumer behavior, and broader geopolitical tensions have contributed to rising supply chain costs and broader business impacts. Ongoing economic uncertainty, driven by factors such as inflation volatility, evolving fiscal policies, global supply chain constraints, changes in interest rates, and changing U.S. and international trade restrictions and tariffs further heightens industry-wide uncertainty. We continually assess the nature and extent of these potential and evolving impacts on our business, consolidated operational results, liquidity, and capital resources.

Comparison of Three Months Ended December 31, 2025 to Three Months Ended December 31, 2024
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 December 31, 2025 and 2024 (dollars in thousands, other than per share amounts and percentages, which may not add due to rounding):

	Three Months Ended				Change in	
	December 31, 2025		December 31, 2024		Dollars	Percentage
Net sales	\$ 384,120	100.0%	\$ 411,485	100.0%	\$ (27,365)	(6.7)%
Cost of sales	309,681	80.6%	318,033	77.3%	(8,352)	(2.6)%
Gross profit	74,439	19.4%	93,452	22.7%	(19,013)	(20.3)%
Selling, general and administrative expenses	60,903	15.9%	70,155	17.0%	(9,252)	(13.2)%
Goodwill impairment	119,908	31.2%	91,267	22.2%	28,641	(100.0)%
Intangibles and long-lived asset impairment	11,917	3.1%	17,986	4.4%	(6,069)	(33.7)%
Productivity and transformation costs	5,234	1.4%	4,190	1.0%	1,044	24.9%
Amortization of acquired intangible assets	1,199	0.3%	1,753	0.4%	(554)	(31.6)%
Proceeds from insurance claim	(25,900)	(6.7)%	—	—	(25,900)	100.0%
Operating loss	(98,822)	(25.7)%	(91,899)	(22.3)%	(6,923)	7.5%
Interest and other financing expense, net	15,662	4.1%	12,800	3.1%	2,862	22.4%
Other income, net	(997)	(0.3)%	(4,040)	(1.0)%	3,043	-75.3%
Loss before income taxes and equity in net loss of equity-method investees	(113,487)	(29.5)%	(100,659)	(24.5)%	(12,828)	12.7%
Provision for income taxes	2,386	0.6%	2,728	0.7%	(342)	-12.5%
Equity in net loss of equity-method investees	133	0.0%	588	0.1%	(455)	(77.4)%
Net loss	\$ (116,006)	(30.2)%	\$ (103,975)	(25.3)%	\$ (12,031)	11.6%
Adjusted EBITDA	\$ 24,282	6.3%	\$ 37,893	9.2%	\$ (13,611)	(35.9)%
Diluted net loss per common share	\$ (1.28)		\$ (1.15)		\$ (0.13)	10.9%

* Percentage is not meaningful due to one or more numbers being negative.

Net Sales

Net sales for the three months ended December 31, 2025 were \$384.1 million, a decrease of \$27.4 million, or 6.7%, including an unfavorable impact of \$10.2 million, or 2.2%, related to held for sale businesses, discontinued brands and exited product categories and a favorable impact of \$9.0 million, or 2.2%, from foreign exchange, as compared to the prior year quarter. The decrease in net sales reflected a decline in the North America reportable segment, partially offset by an increase in net sales in the International reportable segment. Organic net sales, defined as net sales adjusted to exclude the impact of foreign exchange, acquisitions, divestitures, discontinued brands and exited product categories, decreased \$26.2 million, or 6.7%, from the prior year quarter. The decrease in organic net sales was due to decline in both the North America and International reportable segments. Additionally, the decrease in organic net sales was comprised of a 9.0% decrease in volume/mix, partially offset by a 2.0% increase in price. 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 December 31, 2025 was \$74.4 million, a decrease of \$19.0 million, or 20.3%, as compared to the prior year quarter. Gross profit margin for the three months ended December 31, 2025 was 19.4% compared with 22.7% in the prior year quarter.

The decrease in gross profit was driven by both the North America and International reportable segments. The decrease in the North America reportable segment was mainly due to lower sales volume, cost inflation and unfavorable fixed cost absorption, partially offset by productivity savings and pricing. International reportable segment gross profit decrease was driven by cost inflation, lower volume/mix and unfavorable fixed cost absorption, partially offset by productivity savings and pricing.

Selling, General and Administrative Expenses

Selling, general and administrative expenses were \$60.9 million for the three months ended December 31, 2025, a decrease of \$9.3 million, or 13.2%, from \$70.2 million for the prior year quarter. The decrease was primarily due to lower compensation-related expenses and non-employee-related cost discipline, as the Company continued to implement overhead reduction actions.

Goodwill Impairment

During the three months ended December 31, 2025, the Company recognized aggregate non-cash goodwill impairment charges of \$119.9 million related to its U.S. and U.K. reporting units. During the three months ended December 31, 2024, the Company recorded a non-cash goodwill impairment charge of \$91.3 million within the North America segment related to its U.S. reporting unit. See Note 9, *Goodwill and Intangible Assets*, and Note 14, *Fair Value Measurements*, in the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Intangibles and Long-Lived Asset Impairment

During the three months ended December 31, 2025, the Company recorded a non-cash impairment charge of \$11.9 million within its International segment related to the Hartley's® jelly indefinite-lived intangible asset. During the three months ended December 31, 2024, the Company recorded a non-cash impairment charge of \$15.7 million within its North America segment related to the indefinite and definite lived intangible assets associated with its personal care brands (namely, Avalon Organics®, JASON®, and Live Clean®) and \$2.3 million related to an asset group primarily comprised of certain production assets in the North America reportable segment. See Note 9, *Goodwill and Intangible Assets*, and Note 14, *Fair Value Measurements*, in the Notes of the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Productivity and Transformation Costs

Productivity and transformation costs were \$5.2 million for the three months ended December 31, 2025, an increase of \$1.0 million, or 24.9%, from \$4.2 million in the prior year quarter. The increase was primarily due to higher costs incurred in connection with the Restructuring Program.

Amortization of Acquired Intangible Assets

Amortization of acquired intangibles was \$1.2 million for the three months ended December 31, 2025, a decrease of \$0.6 million from \$1.8 million in the prior year quarter.

Proceeds from Insurance Claim

Proceeds from insurance claim was \$25.9 million for the three months ended December 31, 2025 on account of the recognition of a Representation & Warranty ("R&W") insurance receivable related to a prior acquisition.

Operating Loss

Operating loss for the three months ended December 31, 2025 was \$98.8 million compared to \$91.9 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 \$15.7 million for the three months ended December 31, 2025, an increase of \$2.9 million, or 22.4%, from \$12.8 million in the prior year quarter. The increase resulted primarily from a higher interest rate spread as well as increased amortization of deferred financing fees related to the May 2025 and September 2025 amendments to our Credit Agreement, as defined below. See Note 10, *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 \$1.0 million for the three months ended December 31, 2025, a decrease of \$3.0 million, or 75.3%, from \$4.0 million in the prior year quarter. The decrease was primarily due to a reduction in net foreign exchange gains in the prior year period.

Other income, net for the three months ended December 31, 2025 was primarily comprised of a \$1.1 million aggregate pretax gain on the sale of intangible assets and certain property and equipment of the Yves Veggie Cuisine® plant-based business in Canada.

Other income, net for the three months ended December 31, 2024 comprised net foreign exchange gains of \$2.4 million and the recognition of a \$1.6 million pretax gain on the sale of assets related to the Company's former Bell, CA production facility.

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

Loss before income taxes and equity in net loss of our equity-method investees for the three months ended December 31, 2025 was \$113.5 million compared to \$100.7 million in the prior year quarter. The increase in the loss before income taxes and equity in net loss of our equity-method investees 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 \$2.4 million for the three months ended December 31, 2025 compared to \$2.7 million in the prior year quarter.

The effective income tax rate was an expense of 2.1% and 2.7% for the three months ended December 31, 2025 and 2024, respectively. The income tax expense for the three months ended December 31, 2025 reflected foreign tax expense in certain jurisdictions, recognition of the R&W insurance receivable related to a prior acquisition, impairment of goodwill, and movement in the valuation allowance for both federal and state income taxes. The effective income tax rate for the three months ended December 31, 2024 was impacted by tax expense in certain jurisdictions, impairment of goodwill and personal care intangibles and movement in the valuation allowances for both federal and state income taxes.

Equity in Net Loss of Equity-Method Investees

Equity in net loss from our equity-method investments for the three months ended December 31, 2025 was a loss of \$0.1 million compared to \$0.6 million in the prior year quarter.

Net Loss

Net loss for the three months ended December 31, 2025 was \$116.0 million, or \$1.28 per diluted share, compared to \$104.0 million, or \$1.15 per diluted share, in the prior year quarter. The increase in net loss was attributable to the factors noted above.

Adjusted EBITDA

Adjusted EBITDA was \$24.3 million and \$37.9 million for the three months ended December 31, 2025 and 2024, respectively, as a result of the factors discussed above. 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 of our net loss to Adjusted EBITDA.

Segment Results

The following table provides a summary of net sales and Adjusted EBITDA by reportable segment for the three months ended December 31, 2025 and 2024:

<i>(Dollars in thousands)</i>	North America	International	Corporate and Other	Consolidated
Net sales				
Three months ended 12/31/25	\$ 197,821	\$ 186,299	\$ —	\$ 384,120
Three months ended 12/31/24	229,289	182,196	—	411,485
\$ change	\$ (31,468)	\$ 4,103	n/a	\$ (27,365)
% change	(13.7)%	2.3%	n/a	(6.7)%
Adjusted EBITDA				
Three months ended 12/31/25	\$ 10,911	\$ 18,998	\$ (5,627)	\$ 24,282
Three months ended 12/31/24	25,307	22,526	(9,940)	37,893
\$ change	\$ (14,396)	\$ (3,528)	\$ 4,313	\$ (13,611)
% change	(56.9)%	(15.7)%	43.4%	(35.9)%
Adjusted EBITDA margin				
Three months ended 12/31/25	5.5%	10.2%		6.3%
Three months ended 12/31/24	11.0%	12.4%		9.2%

See the *Reconciliation of Non-U.S. GAAP Financial Measures to U.S. GAAP Measures* following the discussion of our results of operations and Note 18, *Segment Information*, in the Notes to the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q for a reconciliation of segment Adjusted EBITDA.

North America

Our net sales in the North America reportable segment for the three months ended December 31, 2025 were \$197.8 million, a decrease of \$31.5 million, or 13.7%, including an unfavorable impact of \$10.2 million, or 3.4%, related to held for sale businesses, discontinued brands and exited product categories, as compared to the prior year quarter. Organic net sales decreased \$21.3 million, or 10.3%, to \$185.0 million from \$206.4 million in the prior year quarter.

The decrease in net sales was primarily due to lower sales in the snacks, meal preparation, and baby & kids categories, partially offset by growth in the beverages category. The decrease in the snacks category was driven by distribution losses and velocity declines. The decline in the meal preparation category was primarily due to lower volume.

The decrease in organic net sales was primarily due to lower sales in the snacks and baby & kids categories, partially offset by growth in the beverages category. The decrease in the baby & kids category was driven by lapping supply recovery from last year. The increase in the beverage category is primarily due to lower trade spend and promotion effectiveness.

Adjusted EBITDA for the three months ended December 31, 2025 was \$10.9 million, a decrease of \$14.4 million, or 56.9%, from Adjusted EBITDA of \$25.3 million in the prior year quarter. The decrease was primarily driven by lower gross margins, partially offset by a reduction in SG&A. The decrease in gross margin was driven by lower volume/mix, cost inflation and unfavorable fixed cost absorption, partially offset by productivity savings and pricing. Adjusted EBITDA margin was 5.5%, a 550-basis point decrease from the prior year period.

International

Our net sales in the International reportable segment for the three months ended December 31, 2025 were \$186.3 million, an increase of \$4.1 million, or 2.3%, including a favorable impact of \$8.9 million, or 4.9%, related to foreign exchange, as compared to the prior year quarter. Organic net sales decreased \$4.8 million, or 2.7%, to \$176.6 million from \$181.4 million the prior year quarter.

The increase in net sales was primarily due to higher sales in the meal preparation and beverages categories, partially offset by decline in baby & kids category. The decrease in organic net sales was primarily due to lower sales in the baby & kids category which was primarily driven by industry-wide volume softness in purees in the U.K.

Adjusted EBITDA for the three months ended December 31, 2025 was \$19.0 million, a decrease of \$3.5 million, or 15.7%, from Adjusted EBITDA of \$22.5 million in the prior year quarter. The decrease was primarily driven by a decrease in gross profit associated with cost inflation, unfavorable fixed cost absorption and lower volume/mix, partially offset by productivity savings and pricing. Adjusted EBITDA margin was 10.2%, a 220-basis point decrease from the prior year period.

Corporate and Other

The decrease in Corporate and Other adjusted EBITDA primarily reflected a reduction in compensation-related expenses.

Refer to Note 18, *Segment Information*, in the Notes to the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Comparison of Six Months Ended December 31, 2025 to Six Months Ended December 31, 2024

Consolidated Results

The following table compares our results of operations, including as a percentage of net sales, on a consolidated basis, for the six months ended December 31, 2025 and 2024 (amounts in thousands, other than per share data and percentages, which may not add due to rounding):

	Six Months Ended				Change in	
	December 31, 2025		December 31, 2024		Dollars	Percentage
Net sales	\$ 752,003	100.0%	\$ 806,081	100.0%	\$ (54,078)	(6.7)%
Cost of sales	609,486	81.0%	631,019	78.3%	(21,533)	(3.4)%
Gross profit	142,517	19.0%	175,062	21.7%	(32,545)	(18.6)%
Selling, general and administrative expenses	126,415	16.8%	141,483	17.6%	(15,068)	(10.7)%
Goodwill impairment	119,908	15.9%	91,267	11.3%	28,641	31.4%
Intangibles and long-lived asset impairment	11,917	1.6%	18,017	2.2%	(6,100)	(33.9)%
Productivity and transformation costs	13,453	1.8%	9,208	1.1%	4,245	46.1%
Amortization of acquired intangible assets	2,411	0.3%	3,933	0.5%	(1,522)	(38.7)%
Proceeds from insurance claim	(25,900)	(3.4)%	—	—	(25,900)	100.0%
Operating loss	(105,687)	(14.1)%	(88,846)	(11.0)%	(16,841)	19.0%
Interest and other financing expense, net	31,161	4.1%	26,546	3.3%	4,615	17.4%
Other (income) expense, net	(1,653)	(0.2)%	1,252	0.2%	(2,905)	*
Loss before income taxes and equity in net loss of equity-method investees	(135,195)	(18.0)%	(116,644)	(14.5)%	(18,551)	15.9%
Provision for income taxes	1,130	0.2%	6,251	0.8%	(5,121)	(81.9)%
Equity in net loss of equity-method investees	306	0.0%	743	0.1%	(437)	(58.8)%
Net loss	\$ (136,631)	(18.2)%	\$ (123,638)	(15.3)%	\$ (12,993)	10.5%
Adjusted EBITDA	\$ 44,014	5.9%	\$ 60,268	7.5%	\$ (16,254)	(27.0)%
Diluted net loss per common share	\$ (1.51)		\$ (1.37)		\$ (0.14)	9.9%

* *Percentage is not meaningful due to one or more numbers being negative.*

Net Sales

Net sales for the six months ended December 31, 2025 were \$752.0 million, a decrease of \$54.1 million, or 6.7%, including an unfavorable impact of \$23.2 million, or 2.4%, related to held for sale businesses, discontinued brands and exited product categories and a favorable impact of \$15.6 million, or 1.9%, from foreign exchange, as compared to the prior year period. The decrease in net sales was due to a decline in the North America reportable segment, partially offset by an increase in the International reportable segment. Organic net sales decreased \$46.5 million, or 6.2%, from the prior year period. The decrease in organic net sales was due to decline in both the North America and International reportable segments. Additionally, the decrease in organic net sales was comprised of a 7.9% decrease in volume/mix, partially offset by a 1.7% increase in price. Further details of changes in net sales by segment are provided below in the *Segment Results* section.

Gross Profit

Gross profit for the six months ended December 31, 2025 was \$142.5 million, a decrease of \$32.5 million, or 18.6%, as compared to the prior year period. Gross profit margin for the six months ended December 31, 2025 was 19.0% compared with 21.7% in the prior year period.

The decrease in gross profit was driven by both the North America and International reportable segments. The decline in the North America reportable segment was due to lower sales volume, partially offset by favorable pricing and trade efficiencies. The International reportable segment had a decrease in gross profit mainly due to cost inflation, partially offset by pricing.

Selling, General and Administrative Expenses

Selling, general and administrative expenses were \$126.4 million for the six months ended December 31, 2025, a decrease of \$15.1 million, or 10.7%, from \$141.5 million for the prior year period. The decrease was primarily due to lower compensation-related expenses and non-employee-related cost discipline, as the Company continued implementing overhead reduction actions.

Goodwill Impairment

During the six months ended December 31, 2025, the Company recognized aggregate non-cash goodwill impairment charges of \$119.9 million related to its U.S. and U.K. reporting units. During the six months ended December 31, 2024, the Company recorded a non-cash goodwill impairment charge of \$91.3 million within the North America segment related to its U.S. reporting unit. See Note 9, *Goodwill and Intangible Assets*, and Note 14, *Fair Value Measurements*, in the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Intangibles and Long-Lived Asset Impairment

During the six months ended December 31, 2025, the Company recorded a non-cash impairment charge of \$11.9 million within its International segment related to the Hartley's[®] jelly indefinite-lived intangible asset. During the six months ended December 31, 2024, the Company recorded a non-cash impairment charge of \$15.7 million within its North America segment related to the indefinite and definite lived intangible assets associated with its personal care brands (namely, Avalon Organics[®], JASON[®], and Live Clean[®]) and \$2.3 million related to an asset group primarily comprised of certain production assets in the North America reportable segment. See Note 9, *Goodwill and Intangible Assets*, and Note 14, *Fair Value Measurements*, in the Notes of the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Productivity and Transformation Costs

Productivity and transformation costs were \$13.5 million for the six months ended December 31, 2025, a decrease of \$4.2 million, or 46.1%, from \$9.2 million in the prior year period. The decrease primarily reflected a reduction in restructuring costs incurred in connection with the Restructuring Program.

Amortization of Acquired Intangible Assets

Amortization of acquired intangibles was \$2.4 million for the six months ended December 31, 2025, a decrease of \$1.5 million, or 38.7%, from \$3.9 million in the prior year period.

Proceeds from Insurance Claim

Proceeds from insurance claim was \$25.9 million for the six months ended December 31, 2025 on account of a R&W insurance receivable related to a prior acquisition.

Operating Loss

Operating loss for the six months ended December 31, 2025 was \$105.7 million compared to \$88.8 million in the prior year period as a result of the items described above.

Interest and Other Financing Expense, Net

Interest and other financing expense, net totaled \$31.2 million for the six months ended December 31, 2025, an increase of \$4.6 million, or 17.4%, from \$26.5 million in the prior year period. The increase was primarily driven by a higher interest rate spread as well as increased amortization of deferred financing fees related to the amendment of our credit agreement. See Note 10, *Debt and Borrowings*, in the Notes to the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Other (Income) Expense, Net

Other income, net totaled \$1.7 million for the six months ended December 31, 2025, compared to other expense, net of \$1.3 million in the prior year period.

Other income, net for the six months ended December 31, 2025 was primarily comprised of a \$1.1 million aggregate pretax gain on the sale of the intangible assets and certain property and equipment of the Yves Veggie Cuisine® plant-based business in Canada.

Other expense, net for the six months ended December 31, 2024 was primarily comprised of pretax loss of \$3.9 million on the sale of ParmCrisps®, partially offset by a \$1.6 million pretax gain on the sale of assets related to the Company's former Bell, CA production facility and \$0.8 million of foreign exchange gains.

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

Loss before income taxes and equity in net loss of our equity-method investees was \$135.2 million for the six months ended December 31, 2025, compared to a \$116.6 million loss in the prior year period. The increase in the loss before income taxes and equity in net loss of our equity-method investees 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 \$1.1 million for the six months ended December 31, 2025 compared to income tax expense of \$6.3 million in the prior year comparable period.

The effective income tax rate was an expense of 0.8% and 5.4% for the six months ended December 31, 2025 and 2024, respectively. The income tax expense for the six months ended December 31, 2025 reflected foreign tax expense in certain jurisdictions, recognition of the R&W insurance receivable related to a prior acquisition, impairment of goodwill, and movement in the valuation allowance for both federal and state income taxes. The effective income tax rate for the six months ended December 31, 2024 was impacted by tax expense in certain jurisdictions, the impairment of goodwill and personal care intangibles and movement in the valuation allowances for both federal and state income taxes.

Equity in Net Loss of Equity-Method Investees

Equity in net loss from our equity-method investments for the six months ended December 31, 2025 was a loss of \$0.3 million compared to a loss of \$0.7 million in the prior year period.

Net Loss

Net loss for the six months ended December 31, 2025 was \$136.6 million, or \$1.51 per diluted share, compared to \$123.6 million, or \$1.37 per diluted share, in the prior year period. The increase in net loss was attributable to the factors noted above.

Adjusted EBITDA

Adjusted EBITDA was \$44.0 million and \$60.3 million for the six months ended December 31, 2025 and 2024, respectively, as a result of the factors discussed above. 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 of our net loss to Adjusted EBITDA.

Segment Results

The following table provides a summary of net sales and Adjusted EBITDA by reportable segment for the six months ended December 31, 2025 and 2024:

<i>(Dollars in thousands)</i>	North America	International	Corporate and Other	Consolidated
Net sales				
Six months ended 12/31/25	\$ 401,741	\$ 350,262	\$ —	\$ 752,003
Six months ended 12/31/24	460,429	345,652	—	806,081
\$ change	\$ (58,688)	\$ 4,610	n/a	\$ (54,078)
% change	(12.7)%	1.3%	n/a	(6.7)%
Adjusted EBITDA				
Six months ended 12/31/25	\$ 27,920	\$ 31,553	\$ (15,459)	\$ 44,014
Six months ended 12/31/24	37,766	42,896	(20,394)	60,268
\$ change	\$ (9,846)	\$ (11,343)	\$ 4,935	\$ (16,254)
% change	(26.1)%	(26.4)%	24.2%	(27.0)%
Adjusted EBITDA margin				
Six months ended 12/31/25	6.9%	9.0%		5.9%
Six months ended 12/31/24	8.2%	12.4%		7.5%

See the *Reconciliation of Non-U.S. GAAP Financial Measures to U.S. GAAP Measures* following the discussion of our results of operations and Note 18, *Segment Information*, in the Notes to the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q for a reconciliation of segment Adjusted EBITDA.

North America

Our net sales in the North America reportable segment for the six months ended December 31, 2025 were \$401.7 million, a decrease of \$58.7 million, or 12.7%, including an unfavorable impact of \$22.8 million, or 3.9%, related to held for sale businesses, discontinued brands and exited product categories, as compared to the prior year period. Organic net sales decreased \$35.8 million, or 8.8%, to \$370.0 million from \$405.7 million in the prior year period.

The decrease in net sales was due to lower sales in all categories except for the beverages category, which had higher net sales compared to the prior year period. The decrease in organic net sales was primarily due to lower sales in the snacks and baby & kids categories, partially offset by growth in the beverages category. The decrease in the snacks category was driven by distribution losses and velocity declines, while the baby & kids category net sales decline was primarily driven by volume softness in formula.

Adjusted EBITDA for the six months ended December 31, 2025 was \$27.9 million, a decrease of \$9.8 million, or 26.1%, from Adjusted EBITDA of \$37.8 million in the prior year period. The decrease was primarily driven by lower gross margins, partially offset by a reduction in SG&A. The decrease in gross margin was driven by lower volume/mix, cost inflation and unfavorable fixed cost absorption, partially offset by productivity savings and pricing. Adjusted EBITDA margin was 6.9%, a 130-basis point decrease from the prior year period.

International

Our net sales in the International reportable segment for the six months ended December 31, 2025 were \$350.3 million, an increase of \$4.6 million, or 1.3%, including a favorable impact of \$15.7 million, or 4.5%, related to foreign exchange, as compared to the prior year period. Organic net sales decreased \$10.7 million, or 3.1%, to \$332.9 million from \$343.6 million in the prior year period.

The increase in net sales was primarily due to higher sales in the meal preparation and beverages categories, partially offset by decline in the baby & kids category. The decrease in organic net sales was primarily due to lower sales in the baby & kids and snacks categories, partially offset by growth in the meal preparation category. The decrease in the baby & kids category was primarily driven by industry-wide volume softness in purees in the U.K, while the decline in the snacks category was due to lower volumes.

Adjusted EBITDA for the six months ended December 31, 2025 was \$31.6 million, a decrease of \$11.3 million, or 26.4%, from Adjusted EBITDA of \$42.9 million in the prior year period. The decrease was primarily due to lower gross profit driven by cost inflation, unfavorable fixed cost absorption and lower volume/mix, partially offset by productivity savings and pricing. Adjusted EBITDA margin was 9.0%, a 340-basis point decrease from the prior year period.

Corporate and Other

The decrease in Corporate and Other adjusted EBITDA primarily reflected a reduction in compensation-related expenses.

Refer to Note 18, *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 from operations and borrowing capacity under our Credit Agreement will be adequate to meet anticipated operating and other expenditures. See Note 2, *Basis of Presentation* and Note 10, *Debt and Borrowings*, in the Notes to the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

As of December 31, 2025, we had \$705,800 of debt obligations maturing on December 22, 2026, consisting of \$454,000 of loans outstanding under the Revolver and \$251,800 of Term Loans (each as defined in Note 10, *Debt and Borrowings*). As of December 31, 2025, we had cash of \$68,017 and available liquidity of \$143,651, subject to compliance with financial covenants, and the Company was in compliance with all associated covenants under its Credit Agreement (see Note 10, *Debt and Borrowings*). On January 2, 2026, the Company received \$25,900 of proceeds from an insurance claim (see Note 18, *Segment Information*), which it used to repay loans outstanding under the Revolver, reducing the Company's outstanding debt obligations. See Note 2, *Basis of Presentation*, in the Notes to the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

As discussed in Note 2, *Basis of Presentation*, in the Notes to the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q, we announced that our Board of Directors commenced a strategic review of the Company's business and capital structure, in part to evaluate options to improve liquidity and reduce leverage. As part of this review, on January 30, 2026, we entered into a definitive agreement to sell our North American Snacks Business for \$115,000, the net proceeds of which will be used to repay a portion of the Term Loans.

The Company and the Board of Directors remain focused on completing the strategic review and taking decisive actions to strengthen the Company's financial flexibility, improve performance and address the upcoming debt maturity under the Credit Agreement. These actions include a continued review of the Company's portfolio and the pursuit of further asset sales to refine the Company's operating model with a focus on categories and platforms in key markets. In addition, we are executing targeted inventory and other working capital optimization initiatives designed to improve the Company's cash conversion and enhance liquidity. We also continue to actively engage with our lenders, assess opportunities to refinance the Company's debt or extend the maturity under the Credit Agreement, and evaluate potential capital raising or other strategic transactions.

We believe that the successful execution of these plans will enable us to refinance and/or retire the existing debt prior to its maturity or extend the maturity date under the Credit Agreement. However, Accounting Standards Codification ("ASC") 205-40, "Presentation of Financial Statements - Going Concern" requires that management not conclude that such an outcome is "probable" if, among other factors, the outcome is not within the control of the Company. Accordingly, there is substantial doubt about the Company's ability to continue as a going concern for at least one year following the date of issuance of these financial statements due to the uncertainty regarding the Company's ability to refinance or repay its debt due on December 22, 2026 because no such refinancing, retirement or extension has occurred prior to the issuance of the financial statements. Our ability to continue as a going concern remains subject to successful execution of our strategic plan and securing additional financing, if needed. If we are unable to execute our plans to generate sufficient liquidity, we may not have adequate resources to repay or refinance our debt, which would have a material adverse effect on our financial position and results of operations.

The consolidated financial statements have been prepared assuming that we will continue as a going concern, and no adjustments have been made to the financial statements to reflect the possibility of our inability to meet our debt obligations or continue as a going concern.

Amended and Restated Credit Agreement

On December 22, 2021, the Company entered into a Fourth Amended and Restated Credit Agreement (as subsequently amended, the "Credit Agreement"). The Credit Agreement originally provided 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 was originally 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. The Company's obligations under the Credit Agreement are guaranteed by certain existing and future domestic subsidiaries of the Company and are secured by liens on assets of the Company and its material domestic subsidiaries, including the equity interest in each of their direct subsidiaries and intellectual property, subject to agreed-upon exceptions.

The Credit Agreement includes financial covenants that require compliance with a consolidated secured leverage ratio, a consolidated leverage ratio and a consolidated interest coverage ratio. On August 22, 2023, the Company entered into a Second Amendment (the "Second Amendment") to the Credit Agreement. Pursuant to the Second Amendment, the Company's maximum consolidated secured leverage ratio was amended to be 5.00:1.00 until September 30, 2023, 5.25:1.00 until December 31, 2023, 5.00:1.00 until December 31, 2024, and 4.25:1.00 thereafter. See below for a description of the Third Amendment and Fourth Amendment (each as defined below). Following the Fourth Amendment, the Company's maximum consolidated secured leverage ratio under the Credit Agreement was 5.00:1.00 until June 30, 2025 and is 5.50:1.00 for the quarter ending September 30, 2025 and thereafter. Pursuant to the Credit Agreement, the Company's maximum consolidated leverage ratio is 6.00:1.00 and, through June 30, 2025, its minimum interest coverage ratio was 2.50:1.00.

As of September 30, 2025, the Company's consolidated secured leverage ratio, consolidated leverage ratio and consolidated interest coverage ratio were 4.81:1.00, 4.81:1.00 and 2.92:1.00, respectively, and the Company was in compliance with all associated covenants. The aforementioned financial covenants are being reported as calculated under the Credit Agreement and not pursuant to generally accepted accounting principles in the U.S. ("GAAP"). Please refer to the Credit Agreement and amendments filed as exhibits to our periodic reports for further information related to the calculation thereof. For risks related to our indebtedness and compliance with these covenants, please refer to the risk factor "Any default under our credit agreement or inability to refinance our indebtedness could have significant consequences" set forth in Part I, Item 1A, "Risk Factors" of our Form 10-K for the fiscal year ended June 30, 2025.

From the date of the Second Amendment until the date of the Third Amendment, loans under the Credit Agreement bore interest at (a) the Secured Overnight Financing Rate plus a credit spread adjustment of 0.10% (“Term SOFR”) plus 2.5% per annum or (b) the Base Rate (as defined in the Credit Agreement) plus 1.5% per annum.

On May 5, 2025, the Company entered into a Third Amendment (the “Third Amendment”) to the Credit Agreement. Pursuant to the Third Amendment, the Company’s maximum consolidated secured leverage ratio was amended to be 4.75:1.00 for the quarter ending June 30, 2025 through (and including) the quarter ending March 31, 2026, 4.50:1.00 for the quarter ending June 30, 2026, and 4.25:1.00 for the quarter ending September 30, 2026 and thereafter.

Commencing on the date of the Third Amendment, loans under the Credit Agreement bore interest at (a) Term SOFR plus 3.00% per annum or (b) the Base Rate plus 2.00% per annum.

The Third Amendment also reduced the size of the Revolver from \$800.0 million to \$700.0 million in the aggregate, with the U.S. revolving credit facility reduced from \$440.0 million to \$385.0 million and the global revolving credit facility reduced from \$360.0 million to \$315.0 million.

On September 11, 2025, the Company entered into a Fourth Amendment (the “Fourth Amendment”) to the Credit Agreement. Pursuant to the Fourth Amendment, (x) the Company’s maximum consolidated secured leverage ratio was amended to be 5.00:1.00 for the quarter ending June 30, 2025 and 5.50:1.00 for the quarter ending September 30, 2025 and thereafter, (y) the Company’s minimum consolidated interest coverage ratio was amended to be 2.00:1.00 for the quarter ending September 30, 2025 and thereafter and (z) a covenant was added requiring the Company to maintain a minimum Consolidated EBITDA (as such term is defined in the Credit Agreement as amended by the Fourth Amendment) of (i) \$17.0 million for the quarter ending September 30, 2025 and (ii) \$52.0 million for the cumulative two quarters ending September 30, 2025 and on December 31, 2025. The aforementioned financial covenants use financial measures that are defined under the Credit Agreement and not pursuant to GAAP.

Commencing on the date of the Fourth Amendment, loans under the Credit Agreement bear interest at (a) Term SOFR plus 4.00% per annum or (b) the Base Rate plus 3.00% per annum.

The Fourth Amendment also reduced the size of the Revolver from \$700.0 million to \$600.0 million in the aggregate, with the U.S. revolving credit facility reduced from \$385.0 million to \$330.0 million and the global revolving credit facility reduced from \$315.0 million to \$270.0 million.

Excluding the impact of hedges, the weighted average interest rate on outstanding borrowings under the Credit Agreement at December 31, 2025 was 8.26%. The Company uses interest rate swaps to hedge a portion of the interest rate risk related to its outstanding variable rate debt. As of December 31, 2025, the notional amount of the interest rate swaps was \$400,000 with fixed rate payments of 7.12%. Including the impact of hedges, the weighted average interest rate on outstanding borrowings under the Credit Agreement at December 31, 2025 was 7.71%. Additionally, the Credit Agreement contains a commitment fee of 0.25% per annum on the amount unused under the Credit Agreement.

Cash and Cash Equivalents

Our cash and cash equivalents balance increased by \$13.6 million at December 31, 2025 to \$68.0 million as compared to \$54.4 million at June 30, 2025. Our working capital was negative \$452.1 million at December 31, 2025, a decrease of \$705.1 million from \$252.9 million at the end of fiscal 2025. The decrease is driven by the classification of \$705.8 million of debt obligations, maturing on December 22, 2026, as current. Additionally, our total debt balance, net of unamortized issuance costs, at December 31, 2025 has remained relatively flat as compared to June 30, 2025.

Our cash balances are held in the U.S., U.K., Canada, Western Europe, the Middle East and India. As of December 31, 2025, substantially all cash was held outside of the U.S.

We maintain our cash and cash equivalents primarily in money market funds or their equivalent. 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

<i>(Dollars in thousands)</i>	Six Months Ended December 31,		Change in
	2025	2024	Dollars
<u>Cash flows provided by (used in):</u>			
Operating activities	\$ 28,488	\$ 20,118	\$ 8,370
Investing activities	(10,433)	4,198	(14,631)
Financing activities	(3,202)	(17,050)	13,848
Effect of exchange rate changes on cash	(1,191)	(5,373)	4,182
Net increase in cash and cash equivalents	<u>\$ 13,662</u>	<u>\$ 1,893</u>	<u>\$ 11,769</u>

Cash provided by operating activities was \$28.5 million for the six months ended December 31, 2025, an increase of \$8.4 million from cash provided by operating activities of \$20.1 million in the prior year period. This increase in cash provided by operating activities versus the prior year period resulted primarily from a reduction of \$8.4 million in net loss adjusted for non-cash charges in the six months ended December 31, 2025. Working capital changes, versus the prior year period, resulted in slightly higher cash generation primarily due to focused inventory management, which generated year-over-year improvement of \$28.0 million and an increased benefit from accounts payable and accrued expenses in the amount of \$18.6 million, offset by a decrease in accounts receivable and other assets recovery of \$18.1 million and \$28.5 million, respectively. The decrease in other assets primarily reflected the timing difference associated with the January 2026 collection of \$25.9 million of insurance proceeds recognized in the first six months of fiscal 2026.

Cash used in investing activities was \$10.4 million for the six months ended December 31, 2025, a change of \$14.6 million from cash provided by investing activities of \$4.2 million in the prior year period. The change in cash used by investing activities was primarily due to decrease in proceeds from asset sales of \$12.0 million, primarily related to the sale of ParmCrisps[®], and the receipt of a \$2.6 million dividend from Hutchison Hain Organic Holdings Limited, a joint venture with HUTCHMED (China) Limited, each of which were received in the prior year period.

Cash used in financing activities was \$3.2 million for the six months ended December 31, 2025, a decrease of \$13.8 million compared to \$17.1 million in the prior year period. The decrease in cash used in financing activities was primarily due to lower net borrowings during the six months ended December 31, 2025.

Free Cash Flow

Our free cash flow was \$16.3 million for the six months ended December 31, 2025, an increase of \$8.3 million from free cash flow of \$8.0 million in the six months ended December 31, 2024. The period-over-period change resulted primarily from an increase in cash flows from operations of \$8.4 million driven by the reasons explained above, partially offset by slightly higher capital expenditures. 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 free cash flow.

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 six months ended December 31, 2025, the Company did not repurchase any shares under the repurchase program. As of December 31, 2025, 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.

Organic Net Sales

As noted above, we define organic net sales as net sales excluding the impact of acquisitions, divestitures, discontinued brands and exited product categories and foreign exchange. To adjust organic net sales 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 adjust organic net sales for the impact of divestitures, held for sale businesses, discontinued brands and exited product categories, the net sales of a divested business, held for sale business, discontinued brand or exited product category are excluded from all periods. To adjust organic net sales for the impact of foreign exchange, 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.

A reconciliation between reported net sales and organic net sales is as follows:

<i>(Dollars in thousands)</i>	North America	International	Hain Consolidated
Net sales - Three months ended December 31, 2025	\$ 197,821	\$ 186,299	\$ 384,120
Less: Impact of held for sale businesses, discontinued brands and exited product categories	12,704	780	13,484
Less: Impact of foreign currency exchange	89	8,947	9,036
Organic net sales - Three months ended December 31, 2025	<u>\$ 185,028</u>	<u>\$ 176,572</u>	<u>\$ 361,600</u>
Net sales - Three months ended December 31, 2024	\$ 229,289	\$ 182,196	\$ 411,485
Less: Impact of divestitures, held for sale businesses, discontinued brands and exited product categories	22,932	785	23,717
Organic net sales - Three months ended December 31, 2024	<u>\$ 206,357</u>	<u>\$ 181,411</u>	<u>\$ 387,768</u>
Net sales (decline) growth	(13.7)%	2.3%	(6.7)%
Less: Impact of divestitures, held for sale businesses, discontinued brands and exited product categories	(3.4)%	0.1%	(2.2)%
Less: Impact of foreign currency exchange	0.0%	4.9%	2.2%
Organic net sales decline	<u>(10.3)%</u>	<u>(2.7)%</u>	<u>(6.7)%</u>
Net sales - Six months ended December 31, 2025	\$ 401,741	\$ 350,262	\$ 752,003
Less: Impact of held for sale businesses, discontinued brands and exited product categories	31,851	1,692	33,543
Less: Impact of foreign currency exchange	(69)	15,662	15,593
Organic net sales - Six months ended December 31, 2025	<u>\$ 369,959</u>	<u>\$ 332,908</u>	<u>\$ 702,867</u>
Net sales - Six months ended December 31, 2024	\$ 460,429	\$ 345,652	\$ 806,081
Less: Impact of divestitures, held for sale businesses, discontinued brands and exited product categories	54,699	2,051	56,750
Organic net sales - Six months ended December 31, 2024	<u>\$ 405,730</u>	<u>\$ 343,601</u>	<u>\$ 749,331</u>
Net sales (decline) growth	(12.7)%	1.3%	(6.7)%
Less: Impact of divestitures, held for sale businesses, discontinued brands and exited product categories	(3.9)%	(0.1)%	(2.4)%
Less: Impact of foreign currency exchange	(0.0)%	4.5%	1.9%
Organic net sales decline	<u>(8.8)%</u>	<u>(3.1)%</u>	<u>(6.2)%</u>

Adjusted EBITDA

The Company defines Adjusted EBITDA as net loss before net interest expense, income taxes, depreciation and amortization, equity in net loss of equity-method investees, stock-based compensation, net, unrealized currency losses (gains), proceeds from insurance claim, certain litigation expenses, net, plant closure related costs, net, productivity and transformation costs, costs associated with acquisitions, divestitures and other transactions, (gain) loss on sale of assets, impairment of goodwill, intangibles and long-lived assets 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 loss to Adjusted EBITDA is as follows:

	Three Months Ended December 31,		Six Months Ended December 31,	
	2025	2024	2025	2024
<i>(Dollars in thousands)</i>				
Net loss	\$ (116,006)	\$ (103,975)	\$ (136,631)	\$ (123,638)
Depreciation and amortization	11,149	11,020	26,560	22,447
Equity in net loss of equity-method investees	133	588	306	743
Interest expense, net	14,066	11,993	27,208	24,988
Provision for income taxes	2,386	2,728	1,130	6,251
Stock-based compensation, net	1,051	3,573	3,054	6,449
Unrealized currency losses (gains)	139	(1,624)	404	(430)
Proceeds from insurance claim ^(a)	(25,900)	—	(25,900)	—
Certain litigation expenses, net ^(b)	(182)	1,020	645	1,847
Restructuring activities				
Productivity and transformation costs	5,234	4,190	13,453	9,208
Plant closure related costs, net	520	858	806	1,234
Acquisitions, divestitures and other				
Transaction and integration costs, net	1,009	(105)	3,182	(423)
(Gain) loss on sale of assets	(1,142)	(1,626)	(2,028)	2,308
Impairment charges				
Goodwill impairment	119,908	91,267	119,908	91,267
Intangibles and long-lived asset impairment	11,917	17,986	11,917	18,017
Adjusted EBITDA	\$ 24,282	\$ 37,893	\$ 44,014	\$ 60,268

^(a) Represents receivable under the Company's R&W insurance related to one of our prior acquisitions, which was collected on January 2, 2026.

^(b) Expenses and items relating to securities class action, baby food litigation and SEC investigation.

Free Cash Flow

In our internal evaluations, we use the non-GAAP financial measure "Free Cash Flow." The difference between Free Cash Flow and cash flows used in or provided by operating activities, which is the most comparable U.S. GAAP financial measure, is that Free Cash Flow 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 flows provided by or used in operating activities. We view Free Cash Flow as an important measure because it is one factor in evaluating the amount of cash available for discretionary investments. We do not consider Free Cash Flow in isolation or as an alternative to financial measures determined in accordance with U.S. GAAP.

A reconciliation from cash flows provided by operating activities to Free Cash Flow is as follows:

	Six Months Ended December 31,	
	2025	2024
<i>(Dollars in thousands)</i>		
Net cash provided by operating activities	\$ 28,488	\$ 20,118
Purchases of property, plant and equipment	(12,215)	(12,139)
Free Cash Flow	\$ 16,273	\$ 7,979

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 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, 2025, from which there have been no material changes. We are providing the below update regarding goodwill and indefinite-lived intangible assets.

Goodwill

In each quarter subsequent to our annual impairment assessment, we review events that occur or circumstances that change, including the macroeconomic environment, our business performance and our market capitalization, to determine if a quantitative impairment assessment is necessary. If assumptions are not achieved or market conditions decline, potential impairment charges could result. Impairments to goodwill and other intangible assets may be caused by factors outside our control, such as increasing competitive pricing pressures, changes in discount rates based on changes in cost of capital (i.e., as a result of changes in interest rates or other conditions), lower than expected sales and profit growth rates, changes in industry EBITDA multiples, the inability to quickly replace lost co-manufacturing business, or the bankruptcy of a significant customer, among others.

As of December 31, 2025, the Company performed an assessment of factors to determine whether it was more likely than not that the fair value of each reporting unit within both of the North America and International reportable segments was less than its respective carrying amount, including goodwill. As a result of a continued decline in the projected performance and cash flows of the U.S. reporting unit, and in connection with the pending agreement to sell its North American Snacks Business, the Company completed an interim quantitative impairment test of goodwill. As a result of the recognition of an intangible asset impairment charge within the United Kingdom ("U.K.") reporting unit in the International reportable segment and a continued decline in the projected performance and cash flows of the U.K. reporting unit, the Company also completed an interim quantitative impairment test of goodwill. For the Western Europe and Ella's Kitchen UK reporting units, the Company performed a qualitative evaluation to assess factors to determine whether it is more likely than not that the fair value of each reporting unit is less than its carrying amount, including goodwill. The Company concluded that the qualitatively tested reporting units' estimated fair values exceeded their carrying amounts.

In performing the quantitative tests for the U.S. and U.K., the fair values were estimated using the Discounted Cash Flow ("DCF") method income approach as such method was determined to be more representative of future performance from a market participant point of view. As of December 31, 2025, the U.S. reporting unit's carrying amount exceeded its estimated fair value of \$459,000, resulting in the recognition of a non-cash impairment charge of \$38,495 to reduce the carrying value of the U.S. reporting unit goodwill to \$273,826. As of December 31, 2025, the U.K. reporting unit's carrying amount exceeded its estimated fair value of \$270,525, resulting in the recognition of a non-cash impairment charge of \$81,413 to reduce the carrying value of the U.K. reporting unit goodwill to \$32,331. The U.K. reporting unit's impairment charge reflected the sales volume decline that the Company continued to experience. The discount rate in both quantitative tests also reflected an increase in the small stock premium related to a decline in the Company's market capitalization.

The goodwill related to the U.S. and U.K. reporting units remains at risk of potential impairment if the fair value of these reporting units, and their associated assets, decrease in value due to the amount and timing of expected future cash flows, decreased customer demand for products, an inability to execute management's business strategies, or general market conditions, such as economic downturns, and changes in interest rates, including discount rates. Future cash flow estimates are, by their nature, subjective, and actual results may differ materially from the Company's estimates. If the Company's ongoing cash flow projections are not met or if market factors utilized in the impairment test deteriorate, including an unfavorable change in the

terminal growth rate or the weighted-average cost of capital, the Company may have to record additional impairment charges in future periods. We monitor our reporting units at risk of impairment for interim impairment indicators.

As of December 31, 2025, we considered our market capitalization and our net book value and performed a market capitalization reconciliation with the expectation that the market capitalization should reconcile within a reasonable range to the sum of the fair values of the Company's individual reporting units. Upon performing the market capitalization reconciliation, we noted a reasonable reconciliation between the sum of the reporting unit fair values and the Company's market capitalization once adjusted for the impact of corporate costs not allocated to the reporting units. Refer to the critical accounting policies and estimates section included 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, 2025.

Indefinite-Lived Intangible Assets

The Company performs an indefinite-lived asset impairment test annually and more frequently if events or changes in circumstances indicate that it is more likely than not that the asset is impaired. In accordance with ASC 350, we may first perform a qualitative assessment to determine whether it is necessary to perform a quantitative impairment test. If an entity elects to perform a qualitative assessment, it first shall assess qualitative factors to determine whether it is more likely than not (that is, a likelihood of more than 50 percent) that an indefinite-lived intangible asset is impaired. One procedure we perform during interim periods to determine whether indicators of impairment are present includes a comparison of net sales used in the most recent quantitative impairment tests to forecasted net sales for the same fiscal year (or balance of the fiscal year when performing an interim review) in order to identify brands for which the current fiscal year net sales are expected to be lower than the forecasted fiscal year net sales per the latest quantitative test. The performance of these brands is then reviewed by management to determine if the shortfall to forecasted net sales was related to events and circumstances that are expected to be temporary in nature, or if it were caused by more pervasive issue that could serve as an impairment indicator (e.g., loss of key customers, discontinuance of certain product categories within a brand, etc.). We use this risk-based approach to determine which brands we would quantitatively test for impairment, whether as part of fiscal year annual impairment testing or an interim period test.

During the second quarter of 2026, we qualitatively assessed our indefinite-lived intangible assets for impairment and determined that the Ella's Kitchen[®] baby and kids foods and Hartley's[®] jelly indefinite-lived tradenames should be quantitatively tested. The Company's fiscal year 2026 interim impairment testing resulted in the recognition of impairment charges for the Hartley's[®] jelly indefinite-lived tradename.

During the three months ended December 31, 2025, as a result of a continued decline in net sales driven by industry-wide volume softness for purees within the U.K., the Company conducted an interim quantitative impairment test for its Ella's Kitchen[®] baby and kids foods indefinite-lived tradename. The Company concluded that the indefinite-lived intangible asset estimated fair value exceeded its carrying amount by 12.8%. The intangible asset is part of the International reportable segment and had a carrying value of \$35,801 as of December 31, 2025.

During the three months ended December 31, 2025, as a result of continued decline in net sales, the Company conducted an interim quantitative impairment test for the Hartley's[®] jelly indefinite-lived tradename. The Company concluded that the indefinite-lived tradename carrying amount exceeded its estimated fair value. During the three months ended December 31, 2025, the Company recorded a non-cash impairment charge of \$11,917 which was recorded within intangibles and long-lived asset impairment on the consolidated statement of operations. The Hartley's[®] jelly indefinite-lived intangible asset is part of the International reportable segment and had a remaining carrying value of \$37,685 as of December 31, 2025.

The Ella's Kitchen[®] baby and kids foods, Hartley's[®] jelly, Sensible Portions[®], and Spectrum[®] indefinite-lived tradenames remain at risk of impairment in future periods in the event of unfavorable changes in assumptions, including forecasted future cash flows based on execution of strategic initiatives for increasing revenue, as well as discount rates and other macroeconomic factors. The Sensible Portions[®] and Spectrum[®] intangible assets, which were quantitatively tested in the prior year, are part of the North America reportable segment and have remaining carrying value of \$8,000 and \$11,800, respectively, as of December 31, 2025.

Recent Accounting Pronouncements

Refer to Note 2, *Basis of Presentation*, in the Notes to the Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Seasonality

Certain of our product lines have seasonal fluctuations. Hot tea and soup sales are stronger in colder months, while sales of snack foods 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. Historically, net sales and profitability in the first fiscal quarter have typically been the lowest of our four quarters.

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, 2025, during the three months ended December 31, 2025. 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, 2025.

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 performed an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this report. Based on this evaluation, our CEO and CFO have concluded that, as of December 31, 2025, the Company's disclosure controls and procedures were not effective due to the material weakness related to our controls to review goodwill and indefinite-lived intangible asset quantitative impairment tests that were performed throughout the prior fiscal year, identified and described in Item 9A of our Annual Report on Form 10-K for the fiscal year ended June 30, 2025.

Notwithstanding the material weakness, and based on the additional analyses and other procedures to ensure that our consolidated financial statements were prepared in accordance with U.S. GAAP, our management believes that the consolidated financial statements included in this Quarterly Report on Form 10-Q fairly present, in all material respects, our financial condition, results of operations and cash flows as of the dates, and for the periods presented, in conformity with U.S. GAAP.

Remediation Plan for Material Weaknesses in Internal Control over Financial Reporting

The Company is in the process of improving its policies and procedures relating to the design and operating effectiveness of controls to review on a timely basis and in sufficient detail the projected financial information and certain key assumptions and underlying calculations used in goodwill and indefinite-lived intangible asset quantitative impairment tests.

Management is taking actions to implement new or enhance existing controls and procedures to ensure proper and timely review of business activities impacting the projected financial information and certain key assumptions and underlying calculations used in preparing goodwill and indefinite-lived intangible asset quantitative impairment tests. The material weaknesses will be considered remediated when the applicable remedial controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively. We anticipate that the remediation will occur by the end of fiscal 2026. We continue to monitor the design and operation of these remedial measures through the date of this report.

Changes in Internal Control Over Financial Reporting

Other than the actions taken under “Remediation Plan for Material Weaknesses in Internal Control over Financial Reporting” discussed above, there were no changes in our internal controls over financial reporting that occurred during the three months ended December 31, 2025 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 17, *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 contained in the section entitled “Risk Factors” in the Company’s Annual Report on Form 10-K for the fiscal year ended June 30, 2025, filed with the SEC on September 15, 2025.

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

Issuer Purchases of Equity Securities

During the three months ended December 31, 2025, there were no shares repurchased under share repurchase programs approved by the Board of Directors.

During the three months ended December 31, 2025, there were 222,709 shares withheld by the Company to satisfy tax withholding obligations in connection with shares issued under stock-based compensation plans, at an average price of \$1.29 per share. These shares withheld to satisfy tax withholding obligations do not constitute repurchases by the Company.

Item 5. Other Information

Rule 10b5-1 Trading Arrangements and Non-Rule 10b5-1 Trading Arrangements

During the three months ended December 31, 2025, none of the Company’s directors or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended), adopted, terminated or modified a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K of the Securities Act of 1933, as amended).

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	The Hain Celestial Group, Inc. Amended and Restated By-Laws (incorporated by reference to Exhibit 3.2 of the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended December 31, 2024, filed with the SEC on February 10, 2025).
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*	Second Amendment to The Hain Celestial Group, Inc. 2022 Long Term Incentive and Stock Award Plan, as amended (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on November 5, 2025).
10.2*	Form of Restricted Share Unit Agreement under The Hain Celestial Group, Inc. 2022 Long Term Incentive and Stock Award Plan – 2026-2028 LTIP.
10.3*	Form of Performance Share Unit Agreement under The Hain Celestial Group, Inc. 2022 Long Term Incentive and Stock Award Plan – 2026-2028 LTIP (Relative Total Shareholder Return).
10.4*	Form of Performance Share Unit Agreement under The Hain Celestial Group, Inc. 2022 Long Term Incentive and Stock Award Plan – 2026-2028 LTIP (Adjusted EBITDA Margin).
10.5*	Form of Performance Share Unit Agreement under The Hain Celestial Group, Inc. 2022 Long Term Incentive and Stock Award Plan – 2026-2028 LTIP (Unlevered Free Cash Flow).
10.6*	Form of Restricted Share Unit Agreement under The Hain Celestial Group, Inc. 2022 Long Term Incentive and Stock Award Plan – Non-Employee Director Awards.
10.7*	Restricted Share Unit Agreement under The Hain Celestial Group, Inc. 2022 Long Term Incentive and Stock Award Plan - Alison E. Lewis.
10.8*	Performance Share Unit Agreement under The Hain Celestial Group, Inc. 2022 Long Term Incentive and Stock Award Plan - Alison E. Lewis.
10.9*	Employment Agreement, dated as of December 12, 2025, by and between The Hain Celestial Group, Inc. and Alison E. Lewis (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on December 15, 2025).
10.10*	Change in Control Agreement, dated as of December 12, 2025, by and between The Hain Celestial Group, Inc. and Alison E. Lewis (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on December 15, 2025).
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.

[Table of Contents](#)

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: February 9, 2026

/s/ Alison E. Lewis

Alison E. Lewis,
President and Chief Executive Officer
(Principal Executive Officer)

Date: February 9, 2026

/s/ Lee A. Boyce

Lee A. Boyce,
Chief Financial Officer
(Principal Financial Officer)

Date: February 9, 2026

/s/ Michael J. Ragusa

Michael J. Ragusa,
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. 2022 Long Term Incentive and Stock Award Plan, as amended (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 Table]

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 2022 Long Term Incentive and Stock Award Plan, as amended (the “**Plan**”), 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.**

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 that administers the Company's equity award plans any or all Shares acquired by the Participant pursuant to the settlement of the Award.

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.

7. **AUTOMATIC WITHHOLDING OF SHARES.**

The Company shall automatically satisfy all federal, state, local and foreign tax (including any social insurance) withholding obligations of the Company (or its Affiliate or Subsidiary) that arise in connection with the vesting and settlement of RSUs on a relevant date (the "**Tax Withholding Obligations**") by deducting from the Shares otherwise deliverable to the Participant in settlement of the Award on such date a number of whole Shares having a fair market value, as determined by the Company as of such date, equal to the amount of such Tax Withholding Obligations. Notwithstanding the preceding sentence, this Section 7 shall not be construed as creating any irrevocable right for the Participant to enforce such automatic net settlement, and the Compensation Committee retains the right, and the right of the Board, to revoke such automatic net settlement at any time and without consent of the Participant until the time the applicable Tax Withholding Obligations arise in connection with the vesting and settlement of the Award. In the event the Compensation Committee or the Board revokes the automatic net settlement in accordance with the preceding sentence, 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 Tax Withholding Obligations that arise in connection with the vesting and settlement of RSUs.

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

The Compensation Committee may make adjustments in accordance with Section 4(e) 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 221 River Street, 12th Floor, Hoboken, New Jersey 07030, Attention: Chief Legal Officer, 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 Jersey 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 Superior Court of the State of New Jersey, Hudson County, or in the United States District Court for the District of New Jersey, or in any other court of competent jurisdiction in and for the State of New Jersey, Hudson 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 Compensation 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” 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” shall have the meaning set forth in the Plan.

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

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, shareholder, 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 JERSEY, 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 SUPERIOR COURT OF THE STATE OF NEW JERSEY, HUDSON COUNTY, OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, OR IN ANY OTHER COURT OF COMPETENT JURISDICTION IN AND FOR THE STATE OF NEW JERSEY, HUDSON 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.

Relative TSR Performance Share Unit Agreement

This Relative TSR 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. 2022 Long Term Incentive and Stock Award Plan, as amended (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 stockholders to grant the award of Performance Share Units provided for herein, with the award to constitute an Award of Performance Share Units under the Plan.

1. **GENERAL.**

1.1 **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.

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.

1.3 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Plan. Certain definitions applicable to this Award are set forth in Annex A.

2. **THE AWARD.**

2.1 **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 below, 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 3:

Number of PSUs Granted Pursuant to this Agreement
[_____]

Each Performance Share Unit represents a contingent right to receive one (1) Share on the Vesting Date (as defined below).

2.2 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.

2.3 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 B.

3. VESTING OF PERFORMANCE SHARE UNITS.

The target number of PSUs that may be earned by the Participant is [_____] PSUs (the "**Target Number**"). Subject to the time-based vesting requirements set forth in Section 4, 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 TSR Comparator Group over the Performance Period, as follows:

Percentile Rank of the Company's Total Shareholder Return Versus the TSR Comparator Group Over the Performance Period	PSUs Earned Based on Company Performance (% of Target Number)
Below 30 th Percentile	0% of Target Number
30 th Percentile	50% of Target Number
60 th Percentile	100% of Target Number

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 TSR Comparator Group (including the Company).

Straight-line interpolation shall apply between performance levels, rounded to the nearest whole number of Relative TSR PSUs using normal rounding.

4. **TIME-BASED VESTING; TREATMENT UPON EARLY ENDING OF PERFORMANCE PERIOD.**

Any PSUs conditionally earned based on Company performance under Section 3 shall become vested and earned as follows (the applicable date the PSUs become vested and earned, the “**Vesting Date**”):

4.1 Continuous Employment Through the Three-Year Anniversary of the Grant Date. If the Participant remains in the continuous employment of the Company through the three-year anniversary of the Grant Date (including on or after a Change in Control), then 100% of the PSUs conditionally earned based on Company performance under Section 3 shall become vested and earned on the three-year anniversary of the Grant Date.

4.2 Death or Disability. If, prior to the three-year anniversary of the Grant Date, 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 3 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 after the Grant Date divided by 1,095 (the number of days in a three-year period).

4.3 Qualifying Termination On or After Change in Control. If, prior to the three-year anniversary of the Grant Date and on or after a Change in Control, the Participant’s employment with the Company is terminated by the Company without Cause (which shall be a “**Change in Control Qualifying Termination**”), then 100% of the PSUs conditionally earned based on Company performance under Section 3 shall become vested and earned on the date of the Change in Control Qualifying Termination.

4.4 For the avoidance of doubt, if the Participant’s employment is terminated prior to the three-year anniversary of the Grant Date 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.

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.

6. **SETTLEMENT OF THE AWARD; FORFEITURE AND CLAWBACK.**

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 Sections 3 and 4, 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 that administers the Company's equity award plans any or all Shares acquired by the Participant pursuant to the settlement of the Award.

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 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.

7. **AUTOMATIC WITHHOLDING OF SHARES.**

The Company shall automatically satisfy all federal, state, local and foreign tax (including any social insurance) withholding obligations of the Company (or its Affiliate or Subsidiary) that arise in connection with the vesting and settlement of PSUs on a relevant date (the "**Tax Withholding Obligations**") by deducting from the Shares otherwise deliverable to the Participant in settlement of the Award on such date a number of whole Shares having a fair market value, as determined by the Company as of such date, equal to the amount of such Tax Withholding Obligations. Notwithstanding the preceding sentence, this Section 7 shall not be

construed as creating any irrevocable right for the Participant to enforce such automatic net settlement, and the Compensation Committee retains the right, and the right of the Board, to revoke such automatic net settlement at any time and without consent of the Participant until the time the applicable Tax Withholding Obligations arise in connection with the vesting and settlement of the Award. In the event the Compensation Committee or the Board revokes the automatic net settlement in accordance with the preceding sentence, 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 Tax Withholding Obligations that arise in connection with the vesting and settlement of PSUs.

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

The Compensation Committee may make adjustments in accordance with Section 4(e) 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 221 River Street, 12th Floor, Hoboken, New Jersey 07030, Attention: Chief Legal Officer, 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 Jersey 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 Superior Court of the State of New Jersey, Hudson County, or in the United States District Court for the District of New Jersey, or in any other court of competent jurisdiction in and for the State of New Jersey, Hudson 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 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

DEFINITIONS

The following terms have the following meanings:

“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.

“Change in Control” shall have the meaning set forth in the Plan.

“Date of Determination” means the earliest of (1) the three-year anniversary of the Grant Date, (2) the date the Participant’s employment is terminated by reason of death or Disability, or (3) the effective date of a Change in Control.

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

“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 the Grant Date.

“Performance Period” means the period beginning on the day following the Grant Date and ending on the three-year anniversary of the Grant Date, provided that, in the event the Date of Determination is a date earlier than the three-year anniversary of the Grant Date, the Performance Period shall be the period beginning on the day following the Grant Date and ending on the Date of Determination.

“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.

“TSR Comparator Group” means the companies listed in Annex C. For informational purposes, the TSR Comparator Group is comprised of the small- and mid-cap constituents of the S&P Food & Beverage Select Industry Index as of the Grant Date, it being understood that the TSR Comparator Group will not change based on changes in market capitalization. Any company in the TSR Comparator Group that is acquired or taken private at any time during the Performance Period will be eliminated from the TSR Comparator Group for the entire Performance Period. Any company in the TSR Comparator Group 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 the TSR Comparator Group during the Performance Period.

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 Performance Share Units in accordance with the Relative TSR 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, shareholder, 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 Relative TSR 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 JERSEY, 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 SUPERIOR COURT OF THE STATE OF NEW JERSEY, HUDSON COUNTY, OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, OR IN ANY OTHER COURT OF COMPETENT JURISDICTION IN AND FOR THE STATE OF NEW JERSEY, HUDSON 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 C

TSR Comparator Group – Small/Mid Cap Companies in S&P Food and Beverage Select Industry Index

	Company Name
1	Albertsons Companies, Inc.
2	Pilgrim's Pride Corporation
3	Molson Coors Beverage Company
4	The Campbell's Company
5	Conagra Brands, Inc.
6	Lamb Weston Holdings, Inc.
7	Sprouts Farmers Market, Inc.
8	Ingredion Incorporated
9	Primo Brands Corporation
10	Darling Ingredients Inc.
11	Post Holdings, Inc.
12	The Marzetti Company
13	Seaboard Corporation
14	Cal-Maine Foods, Inc.
15	PriceSmart, Inc.
16	National Beverage Corp.
17	Freshpet, Inc.
18	The Vita Coco Company, Inc.
19	Tootsie Roll Industries, Inc.
20	The Chef's Warehouse, Inc.
21	Flowers Foods, Inc.
22	United Natural Foods, Inc.
23	The Boston Beer Company, Inc.
24	The Simply Good Foods Company
25	Fresh Del Monte Produce Inc.
26	J&J Snack Foods Corp.
27	The Andersons, Inc.
28	Weis Markets, Inc.
29	Vital Farms, Inc.
30	Ingles Markets, Incorporated
31	TreeHouse Foods, Inc.
32	Grocery Outlet Holding Corp.
33	John B. Sanfilippo & Son, Inc.
34	Mission Produce, Inc.
35	Utz Brands, Inc.
36	Seneca Foods Corporation
37	Natural Grocers by Vitamin Cottage, Inc.
38	MGP Ingredients, Inc.

39	SunOpta Inc.
40	B&G Foods, Inc.
41	Calavo Growers, Inc.

The Hain Celestial Group, Inc.

Adjusted EBITDA Margin Performance Share Unit Agreement

This Adjusted EBITDA Margin 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. 2022 Long Term Incentive and Stock Award Plan, as amended (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 stockholders to grant the award of Performance Share Units provided for herein, with the award to constitute an Award of Performance Share Units under the Plan.

1. GENERAL.

1.1 **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.

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.

1.3 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Plan. Certain definitions applicable to this Award are set forth in Annex A.

2. THE AWARD.

2.1 **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 below, 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 3:

Number of PSUs Granted Pursuant to this Agreement
[]

2.2 Each Performance Share Unit represents a contingent right to receive one (1) Share on the Vesting Date (as defined below).

2.3 **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.

2.4 **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 B.

3. **VESTING OF PERFORMANCE SHARE UNITS.**

The target number of PSUs that may be earned by the Participant is [] PSUs (the “**Target Number**”). Subject to the time-based vesting requirements set forth in Section 4, the number of PSUs that will be conditionally earned based on Company performance shall be based upon the Company’s Adjusted EBITDA Margin during the Performance Period, as follows:

Adjusted EBITDA Margin During the Performance Period	PSUs Earned Based on Company Performance (% of Target Number)
Below 9.0%	0% of Target Number
9.0%	50% of Target Number
10.0%	100% of Target Number

Straight-line interpolation shall apply between performance levels, rounded to the nearest whole number of Adjusted EBITDA Margin PSUs using normal rounding.

Following the Performance Period and prior to the possible Vesting Date, the Compensation Committee shall certify the Adjusted EBITDA Margin actually achieved during the Performance Period, provided that in the event the Performance Period ends early as a result of the Participant’s death or Disability or a Change in Control, the Compensation Committee shall make such certification promptly following such event.

4. **TIME-BASED VESTING; TREATMENT UPON EARLY ENDING OF PERFORMANCE PERIOD.**

Any PSUs conditionally earned based on Company performance under Section 3 shall become vested and earned as follows, and in the event of the Participant's death or Disability or a Change in Control Qualifying Termination (as defined below) a portion of the PSUs subject to this Award shall become vested and earned notwithstanding the provisions of Section 3 (the applicable date the PSUs become vested and earned, the "**Vesting Date**"):

4.1 Continuous Employment Through the Three-Year Anniversary of the Grant Date. If the Participant remains in the continuous employment of the Company through the three-year anniversary of the Grant Date (including on or after a Change in Control), then 100% of the PSUs conditionally earned based on Company performance under Section 3 shall become vested and earned on the three-year anniversary of the Grant Date.

4.2 Death or Disability. If, prior to the three-year anniversary of the Grant Date, 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 subject to this Award shall become vested and earned on the date of such death or Disability, with the number of PSUs that become vested and earned equal to a prorated portion of the Target Number, prorated based on the number of days the Participant spent on the active payroll after the Grant Date divided by 1,095 (the number of days in a three-year period).

4.3 Qualifying Termination On or After Change in Control. If, prior to the three-year anniversary of the Grant Date and on or after a Change in Control, the Participant's employment with the Company is terminated by the Company without Cause (which shall be a "**Change in Control Qualifying Termination**"), then a portion of the PSUs subject to this Award shall become vested and earned on the date of the Change in Control Qualifying Termination, with the number of PSUs that become vested and earned equal to a prorated portion of the Target Number, prorated based on the number of days the Participant spent on the active payroll after the Grant Date and through the date of the Change in Control Qualifying Termination, divided by 1,095 (the number of days in a three-year period).

4.4 For the avoidance of doubt, if the Participant's employment is terminated prior to the three-year anniversary of the Grant Date 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.

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.

6. **SETTLEMENT OF THE AWARD; FORFEITURE AND CLAWBACK.**

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 Sections 3 and 4, 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 that administers the Company's equity award plans any or all Shares acquired by the Participant pursuant to the settlement of the Award.

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 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.

7. AUTOMATIC WITHHOLDING OF SHARES.

The Company shall automatically satisfy all federal, state, local and foreign tax (including any social insurance) withholding obligations of the Company (or its Affiliate or Subsidiary) that arise in connection with the vesting and settlement of PSUs on a relevant date (the "**Tax Withholding Obligations**") by deducting from the Shares otherwise deliverable to the Participant in settlement of the Award on such date a number of whole Shares having a fair market value, as determined by the Company as of such date, equal to the amount of such Tax Withholding Obligations. Notwithstanding the preceding sentence, this Section 7 shall not be construed as creating any irrevocable right for the Participant to enforce such automatic net settlement, and the Compensation Committee retains the right, and the right of the Board, to revoke such automatic net settlement at any time and without consent of the Participant until the time the applicable Tax Withholding Obligations arise in connection with the vesting and settlement of the Award. In the event the Compensation Committee or the Board revokes the automatic net settlement in accordance with the preceding sentence, 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 Tax Withholding Obligations that arise in connection with the vesting and settlement of PSUs.

8. ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE; OTHER ADJUSTMENTS.

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

8.2 **Other Adjustments.** If during the course of the Performance Period the Company completes a significant business acquisition or divestiture or there shall occur a similar significant event, in each case as determined by the Compensation Committee, which the Compensation Committee expects to have a substantial effect on the performance targets for Adjusted EBITDA Margin or on the calculation of Adjusted EBITDA Margin during such period, the Compensation Committee may revise such performance targets and/or make equitable adjustments to the calculation of Adjusted EBITDA Margin to address such significant events.

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 221 River Street, 12th Floor, Hoboken, New Jersey 07030, Attention: Chief Legal Officer, 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 Jersey 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 Superior Court of the State of New Jersey, Hudson County, or in the United States District Court for the District of New Jersey, or in any other court of competent jurisdiction in and for the State of New Jersey, Hudson 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 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

DEFINITIONS

The following terms have the following meanings:

“Adjusted EBITDA Margin” means the net income (loss) before net interest expense, income taxes, depreciation and amortization, adjusted to exclude the impact of non-GAAP adjustments and calculated as a percentage of net sales, each as reported by the Company for the Performance Period.

“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.

“Change in Control” shall have the meaning set forth in the Plan.

“Date of Determination” means the earliest of (1) June 30, 2028, (2) the last day of the fiscal quarter preceding the fiscal quarter in which the Participant’s employment is terminated by reason of death or Disability, or (3) the last day of the fiscal quarter preceding the fiscal quarter in which a Change in Control occurs.

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

“Performance Period” means the Company’s fiscal year ending June 30, 2028, provided that, in the event the Date of Determination is a date earlier than June 30, 2028, the Performance Period shall be either (1) the most recently completed four fiscal quarters during the period beginning July 1, 2025 and ending on the Date of Determination, or (2) if four fiscal quarters have not been completed prior to and including the Date of Determination, the period beginning July

1, 2025 and ending on the last day of the most recently completed fiscal quarter prior to and including the Date of Determination.

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 Performance Share Units in accordance with the Adjusted EBITDA Margin 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, shareholder, 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 Adjusted EBITDA Margin 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 JERSEY, 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 SUPERIOR COURT OF THE STATE OF NEW JERSEY, HUDSON COUNTY, OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, OR IN ANY OTHER COURT OF COMPETENT JURISDICTION IN AND FOR THE STATE OF NEW JERSEY, HUDSON 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.

Unlevered Free Cash Flow Performance Share Unit Agreement

This Unlevered Free Cash Flow 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. 2022 Long Term Incentive and Stock Award Plan, as amended (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 stockholders to grant the award of Performance Share Units provided for herein, with the award to constitute an Award of Performance Share Units under the Plan.

1. GENERAL.

1.1 **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.

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.

1.3 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Plan. Certain definitions applicable to this Award are set forth in Annex A.

2. THE AWARD.

2.1 **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 below, 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 3:

Number of PSUs Granted Pursuant to this Agreement
[_____]

Each Performance Share Unit represents a contingent right to receive one (1) Share on the Vesting Date (as defined below).

2.2 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.

2.3 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 B.

3. VESTING OF PERFORMANCE SHARE UNITS.

The target number of PSUs that may be earned by the Participant is [_____] PSUs (the “**Target Number**”). Subject to the time-based vesting requirements set forth in Section 4, the number of PSUs that will be conditionally earned based on Company performance shall be based upon the Company’s Unlevered Free Cash Flow during the Performance Period, as follows:

Unlevered Free Cash Flow During the Performance Period*	PSUs Earned Based on Company Performance (% of Target Number)
Below \$331 million	0% of Target Number
\$331 million	50% of Target Number
\$367 million	100% of Target Number

* In the event the Date of Determination is a date earlier than June 30, 2028 such that the Performance Period is less than three full fiscal years, the figures in this column shall be prorated, with the prorated figures based on the number of full fiscal quarters in the shortened Performance Period divided by 12 (the number of quarters in three full fiscal years).

Straight-line interpolation shall apply between performance levels, rounded to the nearest whole number of Unlevered FCF PSUs using normal rounding.

Following the Performance Period and prior to the possible Vesting Date, the Compensation Committee shall certify the Unlevered Free Cash Flow actually achieved during the Performance Period, provided that in the event the Performance Period ends early as a result of the Participant's death or Disability or a Change in Control, the Compensation Committee shall make such certification promptly following such event.

4. **TIME-BASED VESTING; TREATMENT UPON EARLY ENDING OF PERFORMANCE PERIOD.**

Any PSUs conditionally earned based on Company performance under Section 3 shall become vested and earned as follows (the applicable date the PSUs become vested and earned, the "**Vesting Date**"):

4.1 Continuous Employment Through the Three-Year Anniversary of the Grant Date. If the Participant remains in the continuous employment of the Company through the three-year anniversary of the Grant Date (including on or after a Change in Control), then 100% of the PSUs conditionally earned based on Company performance under Section shall become vested and earned on the three-year anniversary of the Grant Date.

4.2 Death or Disability. If, prior to the three-year anniversary of the Grant Date, 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 3 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 after the Grant Date divided by 1,095 (the number of days in a three-year period).

4.3 Qualifying Termination On or After Change in Control. If, prior to the three-year anniversary of the Grant Date and on or after a Change in Control, the Participant's employment with the Company is terminated by the Company without Cause (which shall be a "**Change in Control Qualifying Termination**"), then 100% of the PSUs conditionally earned based on Company performance under Section 3 shall become vested and earned on the date of the Change in Control Qualifying Termination.

4.4 For the avoidance of doubt, if the Participant's employment is terminated prior to the three-year anniversary of the Grant Date 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.

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.

6. **SETTLEMENT OF THE AWARD; FORFEITURE AND CLAWBACK.**

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 Sections 3 and 4, 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 that administers the Company's equity award plans any or all Shares acquired by the Participant pursuant to the settlement of the Award.

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 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.

7. **AUTOMATIC WITHHOLDING OF SHARES.**

The Company shall automatically satisfy all federal, state, local and foreign tax (including any social insurance) withholding obligations of the Company (or its Affiliate or Subsidiary) that arise in connection with the vesting and settlement of PSUs on a relevant date (the “**Tax Withholding Obligations**”) by deducting from the Shares otherwise deliverable to the Participant in settlement of the Award on such date a number of whole Shares having a fair market value, as determined by the Company as of such date, equal to the amount of such Tax Withholding Obligations. Notwithstanding the preceding sentence, this Section 7 shall not be construed as creating any irrevocable right for the Participant to enforce such automatic net settlement, and the Compensation Committee retains the right, and the right of the Board, to revoke such automatic net settlement at any time and without consent of the Participant until the time the applicable Tax Withholding Obligations arise in connection with the vesting and settlement of the Award. In the event the Compensation Committee or the Board revokes the automatic net settlement in accordance with the preceding sentence, 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 Tax Withholding Obligations that arise in connection with the vesting and settlement of PSUs.

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

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

8.2 **Other Adjustments.** If during the course of the Performance Period the Company completes a significant business acquisition or divestiture or there shall occur a similar significant event, in each case as determined by the Compensation Committee, which the Compensation Committee expects to have a substantial effect on the performance targets for Unlevered Free Cash Flow or on the calculation of Unlevered Free Cash Flow during such period, the Compensation Committee may revise such performance targets and/or make equitable adjustments to the calculation of Unlevered Free Cash Flow to address such significant events.

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 221 River Street, 12th Floor, Hoboken, New Jersey 07030, Attention: Chief Legal Officer, 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 Jersey 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 Superior Court of the State of New Jersey, Hudson County, or in the United States District Court for the District of New Jersey, or in any other court of competent jurisdiction in and for the State of New Jersey, Hudson 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 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

DEFINITIONS

The following terms have the following meanings:

“**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.

“**Change in Control**” shall have the meaning set forth in the Plan.

“**Date of Determination**” means the earliest of (1) June 30, 2028, (2) the last day of the fiscal quarter preceding the fiscal quarter in which the Participant’s employment is terminated by reason of death or Disability, or (3) the last day of the fiscal quarter preceding the fiscal quarter in which a Change in Control occurs.

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

“**Free Cash Flow**” means Net cash provided by operating activities minus Purchases of property, plant and equipment, as reported by the Company.

“**Interest Payments**” means Interest expense, net, as reported by the Company.

“**Performance Period**” means the Company’s fiscal years 2026, 2027 and 2028, provided that, in the event the Date of Determination is a date earlier than June 30, 2028, the Performance Period shall be the period beginning July 1, 2025 and ending on the Date of Determination.

“**Tax Payments**” means Cash paid for income taxes, net of refunds, as reported by the Company.

“Unlevered Free Cash Flow” means the aggregate Free Cash Flow plus Interest Payments plus Tax Payments during the Performance Period.

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 Performance Share Units in accordance with the Unlevered Free Cash Flow 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, shareholder, 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 Unlevered Free Cash Flow 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 JERSEY, 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 SUPERIOR COURT OF THE STATE OF NEW JERSEY, HUDSON COUNTY, OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, OR IN ANY OTHER COURT OF COMPETENT JURISDICTION IN AND FOR THE STATE OF NEW JERSEY, HUDSON 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.
NOTICE OF GRANT OF RESTRICTED SHARE UNITS**

The Participant has been granted an award (the "**Award**") pursuant to The Hain Celestial Group, Inc. 2022 Long Term Incentive and Stock Award Plan, as amended (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 service 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**").

Vesting Date

**Number of RSUs
Vesting on Such Date**

The earlier of (1) the first anniversary of the Grant Date or
(2) the date of the Company's 2026 annual meeting of
stockholders

[_____]

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 2022 Long Term Incentive and Stock Award Plan, as amended (the “**Plan**”), 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 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.** 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 Committee. All determinations by the 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 Restricted Share 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 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.

4. **VESTING OF RSUs.**

4.1 **Normal Vesting.** Except as provided by Section 4.2 or Section 4.3, the RSUs shall vest as provided in the Notice.

4.2 **Acceleration of Vesting Upon Certain Terminations of Service.** In the event the Participant's service with the Company is terminated at any time as a result of the Participant's death or Disability (as defined in Annex A), then any unvested RSUs shall vest immediately.

4.3 **Acceleration of Vesting in Connection with a Change in Control.** In the event of a Change in Control (as defined in Annex A), then 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.**

6.1 **Issuance of Shares.** Subject to the provisions of Section 6.3, 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 that administers the Company's equity award plans any or all Shares acquired by the Participant pursuant to the settlement of the Award.

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 **Stock Ownership Guidelines.** The Participant acknowledges that the Participant is subject to the Company's Stock Ownership Guidelines for Executive Officers, Other Executive Vice Presidents and Non-Employee Directors.

7. **TAX MATTERS.**

The Participant acknowledges and agrees that the Participant shall be exclusively liable and solely responsible for the payment of all income taxes that may be payable by the Participant as a result of the receipt of the Shares and any other payments to the Participant hereunder, and agrees to file all required returns relating thereto.

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

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

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

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.

10. **MISCELLANEOUS PROVISIONS.**

10.1 **Termination or Amendment.** The Company's Board of Directors 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. 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 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 221 River Street, 12th Floor, Hoboken, New Jersey 07030, Attention: Chief Legal Officer, 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 and this Agreement 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 and this Agreement.

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 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey 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 Superior Court of the State of New Jersey, Hudson County, or in the United States District Court for the District of New Jersey, or in any other court of competent jurisdiction in and for the State of New Jersey, Hudson 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.

10.8 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.

10.9 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 and (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. 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

Change in Control shall have the meaning set forth in the Plan.

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

**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. 2022 Long Term Incentive and Stock Award Plan, as amended (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: Alison E. Lewis

Grant Date: December 15, 2025

Total Number of RSUs: 650,000

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**").

Vesting Schedule:

<u>Vesting Date</u>	<u>Number of RSUs Vesting on Such Date</u>
December 15, 2026	216,666
December 15, 2027	216,667
December 15, 2028	216,667

THE HAIN CELESTIAL GROUP, INC.
RESTRICTED SHARE UNIT AGREEMENT

The Hain Celestial Group, Inc. (the “**Company**”) 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 2022 Long Term Incentive and Stock Award Plan, as amended (the “**Plan**”), 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.

4. **VESTING OF RSUs.**

4.1 **Normal Vesting.** Except as provided by Section 4.2, and provided that the Participant's employment has not terminated prior to the relevant date, the RSUs shall vest as provided in the Notice.

4.2 **Acceleration of Vesting.**

(a) **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 below), or (ii) within twelve (12) months following the consummation of a Change in Control (as defined below), by the Company without Cause (as defined below) or by the Participant for Good Reason (as defined below), then, in each case, any unvested RSUs shall vest immediately upon the date of such termination.

(b) **Partial, Prorated Acceleration of Vesting Upon Certain Terminations.** If the Participant's employment with the Company is terminated by the Company without Cause or by the Participant for Good Reason at any time other than within twelve (12) months following the consummation of a Change in Control, then a prorated portion of any unvested RSUs that are scheduled to vest at the next scheduled Vesting Date, shall vest immediately, with the number of RSUs that become vested prorated based on (i) the number of days the Participant was employed since the Grant Date or, if a Vesting Date has already occurred, since the most recent Vesting Date, divided by (ii) three hundred sixty-five (365), rounded up to the nearest whole RSU. By way of example, if the Participant is terminated as provided in this Section 4.2(b) and the Participant was employed for thirty (30) days following the first Vesting Date, then the number of RSUs that will be subject to accelerated vesting is $216,667 \times 30/365 = 17,809$ RSUs.

The following terms used in this Section 4.2 shall have the following meanings:

“**Cause**” shall have the meaning set forth in the Employment Agreement.

“**Change in Control**” shall have the meaning set forth in the Plan.

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

“Employment Agreement” shall mean that certain Employment Agreement, dated December 12, 2025, between the Participant and the Company.

“Good Reason” shall have the meaning set forth in the Employment Agreement.

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; RETENTION OF SHARES; FORFEITURE AND CLAWBACK.

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 that administers the Company’s equity award plans any or all Shares acquired by the Participant pursuant to the settlement of the Award.

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 **Retention of Shares.** The Participant must hold any Shares (net of any Shares withheld to satisfy Tax Withholding Obligations (as defined in Section 7)) issued to the Participant in settlement of PSUs under this Agreement until the earlier of (a) the six-month

anniversary of the applicable Vesting Date, or (b) a Change in Control (as defined in the Plan), in each case, subject to applicable securities laws.

6.5 **Forfeiture and Clawback.** In the event the Participant breaches the Confidentiality, Non-Interference, and Invention Assignment Agreement between the Participant and the Company, dated May 8, 2025, 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.

7. **AUTOMATIC WITHHOLDING OF SHARES.**

The Company shall automatically satisfy all federal, state, local and foreign tax (including any social insurance) withholding obligations of the Company (or its Affiliate or Subsidiary) that arise in connection with the vesting and settlement of RSUs on a relevant date (the "**Tax Withholding Obligations**") by deducting from the Shares otherwise deliverable to the Participant in settlement of the Award on such date a number of whole Shares having a fair market value, as determined by the Company as of such date, equal to the amount of such Tax Withholding Obligations. Notwithstanding the preceding sentence, this Section 7 shall not be construed as creating any irrevocable right for the Participant to enforce such automatic net settlement, and the Compensation Committee retains the right, and the right of the Board, to revoke such automatic net settlement at any time and without consent of the Participant until the time the applicable Tax Withholding Obligations arise in connection with the vesting and settlement of the Award. In the event the Compensation Committee or the Board revokes the automatic net settlement in accordance with the preceding sentence, 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 Tax Withholding Obligations that arise in connection with the vesting and settlement of RSUs.

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

The Compensation Committee may make adjustments in accordance with Section 4(e) 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 221 River Street, 12th Floor, Hoboken, New Jersey 07030, Attention: Chief Legal Officer, 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 and this Agreement 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 and this Agreement.

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 Jersey 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 Superior Court of the State of New Jersey, Hudson County, or in the United States District Court for the District of New Jersey, or in any other court of competent jurisdiction in and for the State of New Jersey, Hudson 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 and (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Compensation Committee upon any questions arising under this Agreement except as otherwise provided in this Agreement. 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.

THE HAIN CELESTIAL GROUP, INC.
PERFORMANCE SHARE UNIT AGREEMENT

This Performance Share Unit Agreement (this “**Agreement**”) is dated as of December 15, 2025 (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 Alison E. Lewis (the “**Participant**”).

WHEREAS, the Company has adopted The Hain Celestial Group, Inc. 2022 Long Term Incentive and Stock Award Plan, as amended (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 stockholders to grant the award of Performance Share Units provided for herein, with the award to constitute an Award of Performance Share Units under the Plan.

1. GENERAL.

1.1 **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.

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.

1.3 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Plan.

2. THE AWARD.

2.1 **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 below, 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 3:

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Number of PSUs Granted Pursuant to this Agreement
1,500,000

Each Performance Share Unit represents a contingent right to receive one (1) Share on the applicable Vesting Date (as defined below).

2.2 **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. **VESTING OF PERFORMANCE SHARE UNITS.**

The PSUs will be earned and will become vested based upon the achievement of Company share price targets, as measured by the 30-Trading Day Average Share Price (as defined below) during any 30 consecutive trading days during the Performance Period (as defined below), as follows:

30-Trading Day Average Share Price	Incremental Number of PSUs Earned
\$3.00 or Greater	375,000
\$5.00 or Greater	375,000
\$7.00 or Greater	375,000
\$9.00 or Greater	375,000

The date on which each of the above 30-Trading Day Average Share Prices is met and the associated PSUs are earned and become vested is referred to as a “**Vesting Date.**”

All PSUs that fail to be earned and do not vest by the end of the Performance Period—whether the Performance Period ends on the three-year anniversary of the Grant Date or the date that the Participant’s employment with the Company is terminated for any reason—shall be immediately forfeited and cancelled without consideration.

For the avoidance of doubt, (i) the Incremental Number of PSUs Earned (as provided in the table above) that correspond to each 30-Trading Day Average Share Price may only be earned once during the Performance Period and (ii) the maximum number of Performance Share Units

that may be earned by the Participant pursuant to this Agreement is 1,500,000 PSUs (exclusive of any Dividend Equivalent PSUs (as defined below), if applicable).

For purposes of this Section 3, the following terms have the following meanings:

- “**30-Trading Day 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 any 30 consecutive trading days during the Performance Period.
- “**Performance Period**” means the period beginning on the Grant Date and ending on the earlier of (i) the three-year anniversary of the Grant Date, and (ii) the date that the Participant’s employment with the Company is terminated for any reason.

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

4.1 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 Performance Period, the Participant’s account will be credited with additional PSUs (“**Dividend Equivalent PSUs**”) equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the PSUs if each of the PSUs was a Share, rounded to a whole number of Dividend Equivalent PSUs using normal rounding.

4.2 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.

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

5. **SETTLEMENT OF THE AWARD; RETENTION OF SHARES; FORFEITURE AND CLAWBACK.**

5.1 **Issuance of Shares.** Subject to the provisions of Section 5.3 and Section 6, promptly following a Vesting Date, the Company shall issue to the Participant, in settlement of the PSUs that are earned and become vested on such Vesting Date, the number of Shares equal to one (1) Share for each PSU that was earned and became vested pursuant to Section 3, and all such PSUs will terminate and cease to be outstanding upon the issuance of such Shares. The Participant understands and agrees that the administration of the issuance of Shares may take up to 15 days following a Vesting Date.

5.2 **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 that

administers the Company's equity award plans any or all Shares acquired by the Participant pursuant to the settlement of the Award.

5.3 **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.

5.4 **Retention of Shares.** The Participant must hold any Shares (net of any Shares withheld to satisfy Tax Withholding Obligations (as defined in Section 6)) issued to the Participant in settlement of PSUs under this Agreement until the earlier of (a) the six-month anniversary of the applicable Vesting Date, or (b) a Change in Control (as defined in the Plan), in each case, subject to applicable securities laws.

5.5 **Forfeiture and Clawback.** In the event the Participant breaches the Confidentiality, Non-Interference, and Invention Assignment Agreement between the Participant and the Company, dated May 8, 2025, 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. **AUTOMATIC WITHHOLDING OF SHARES.**

The Company shall automatically satisfy all federal, state, local and foreign tax (including any social insurance) withholding obligations of the Company (or its Affiliate or Subsidiary) that arise in connection with the vesting and settlement of PSUs on a relevant date (the "**Tax Withholding Obligations**") by deducting from the Shares otherwise deliverable to the Participant in settlement of the Award on such date a number of whole Shares having a fair market value, as determined by the Company as of such date, equal to the amount of such Tax Withholding Obligations. Notwithstanding the preceding sentence, this Section 6 shall not be construed as creating any irrevocable right for the Participant to enforce such automatic net settlement, and the Compensation Committee retains the right, and the right of the Board, to revoke such automatic net settlement at any time and without consent of the Participant until the time the applicable Tax Withholding Obligations arise in connection with the vesting and settlement of the Award. In the event the Compensation Committee or the Board revokes the automatic net settlement in accordance with the preceding sentence, 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 Tax Withholding Obligations that arise in connection with the vesting and settlement of PSUs.

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

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

8. 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 4 and 7. 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.

9. MISCELLANEOUS PROVISIONS.

9.1 **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.

9.2 **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.

9.3 **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.

9.4 **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.

9.5 **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 221 River Street, 12th Floor, Hoboken, New Jersey 07030, Attention: Chief Legal Officer, 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 9.5 of this Agreement and consents to the electronic delivery of the Plan documents, as described in Section 9.5(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 9.5(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 9.5(a). Electronic acceptance of this Agreement 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.

9.6 **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.

9.7 **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).

9.8 **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey 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 Superior Court of the State of New Jersey, Hudson County, or in the United States District Court for the District of New Jersey, or in any other court of competent jurisdiction in and for the State of New Jersey, Hudson 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.

9.9 **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.

9.10 **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 and (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. 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.

CERTIFICATION

I, Alison E. Lewis, 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: February 9, 2026

/s/ Alison E. Lewis

Alison E. Lewis

President and Chief Executive Officer

CERTIFICATION

I, Lee A. Boyce, 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: February 9, 2026

/s/ Lee A. Boyce

Lee A. Boyce

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, Alison E. Lewis, 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 December 31, 2025 (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: February 9, 2026

/s/ Alison E. Lewis

Alison E. Lewis
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, Lee A. Boyce, 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 December 31, 2025 (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: February 9, 2026

/s/ Lee A. Boyce

Lee A. Boyce

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.
