

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): November 22, 2022



THE HAIN CELESTIAL GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-22818
(Commission
File Number)

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

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

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

Former name or former address, if changed since last report: N/A

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

Emerging growth company

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

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

On November 22, 2022, the Board of Directors (the “Board”) of The Hain Celestial Group, Inc. (the “Company”) approved a succession plan pursuant to which Mark L. Schiller will transition from his position as President and Chief Executive Officer of the Company effective as of December 31, 2022 (the “Transition Date”). Mr. Schiller will remain as a director on the Board following the Transition Date.

The Board, upon the recommendation of the Corporate Governance and Nominating Committee of the Board, has appointed Wendy P. Davidson to the role of President and Chief Executive Officer and as a director on the Board, in each case effective as of January 1, 2023 (the “Start Date”). The size of the Board will be increased to nine directors effective as of the Start Date.

Appointment of Ms. Davidson

Ms. Davidson, age 53, has served as President-Americas for the Performance Nutrition segment of Glanbia plc, an Ireland-based global nutrition company, since November 2020. Prior to joining Glanbia, Ms. Davidson served as President, Away From Home (formerly U.S. Specialty Channels), of Kellogg Company, a global manufacturer and marketer of snacks and convenience foods, from 2013 to October 2020. From 2010 to 2013, she served in various senior roles at McCormick & Company, Inc., including as Vice President, Custom Flavor Solutions, U.S. & Latin America, and from 1993 to 2009 she held a variety of executive positions at Tyson Foods, Inc., including Senior Vice President and General Manager – Global McDonald’s Business Unit and Group Vice President – Foodservice Group, culminating in her service as Senior Vice President and General Manager – Prepared Foods. Ms. Davidson is a member of the board of directors of First Horizon Corporation (NYSE: FHN) and serves on the boards of several industry associations and non-profit organizations, including the Consumer Brands Association, NextUp and the Luther College Board of Regents.

Ms. Davidson brings to the Board extensive general management experience and senior-level policy-making experience at a public company. Her experience includes marketing, sales, operations, supply chain, strategic planning, new market development, disruptive business model innovation, crisis management, digital commerce, brand building and commercial execution. She also has experience in human capital management, finance and accounting, mergers and acquisitions, government relations, enterprise risk management, and similar matters associated with running a large division of a public company.

There is no arrangement or understanding between Ms. Davidson and any other person pursuant to which Ms. Davidson was selected as the Company’s President and Chief Executive Officer and director, and there are no family relationships between Ms. Davidson and any of the Company’s directors or executive officers. In addition, there have been no transactions involving Ms. Davidson that would be required to be disclosed by Item 404(a) of Regulation S-K.

In connection with Ms. Davidson’s appointment, on November 22, 2022, the Company and Ms. Davidson entered into an employment agreement (the “Davidson Employment Agreement”), which was recommended by the Compensation Committee of the Board and approved by the Board and will be effective as of the Start Date.

The Davidson Employment Agreement provides for (i) an annual base salary of \$925,000 and (ii) eligibility to earn an annual bonus under the Company’s Annual Incentive Plan (“AIP”) with a target payout of 125% of her annual base salary (the “Target AIP Award”). The actual AIP payout may range from 0% – 200% of the Target AIP Award and is subject to the terms and conditions adopted by the Compensation Committee of the Board. For fiscal year 2023, Ms. Davidson’s bonus opportunity under the 2023 AIP will be prorated based on the number of months from the Start Date to the end of fiscal year 2023.

Ms. Davidson will also be eligible to participate in the Company’s Long Term Incentive Program (“LTIP”) under the Company’s 2022 Long Term Incentive and Stock Award Plan (the “Plan”), subject to the terms and conditions adopted by the Compensation Committee of the Board. With respect to fiscal year 2023, Ms. Davidson will receive an award under the 2023-2025 LTIP comprising a number of shares of the Company’s common stock, \$.01 par value per share (“Common Stock”), having a Target Value (as defined below) of \$3,000,000 (assuming target-level performance for performance share units (“PSUs”) as set forth

below), prorated based on the number of months from the Start Date to the end of fiscal year 2023. “Target Value” refers to the value of such award calculated based on the average closing price of the Common Stock during the 20-trading day period ending on the trading day prior to the Start Date multiplied by the number of shares covered by such award (assuming target-level performance in the case of PSUs). Such 2023-2025 LTIP award will consist of (i) awards of PSUs (60% of the prorated Target Value), with two-thirds (2/3) of the PSUs tied to relative total shareholder return and one-third (1/3) of the PSUs tied to absolute total shareholder return, in each case over the three-year performance period beginning on September 7, 2022 and ending on September 6, 2025 and with the same performance goals and beginning stock price as those applicable to PSUs granted to other senior executives in fiscal year 2023 under the 2023-2025 LTIP, and (ii) an award of restricted share units (“RSUs”) (40% of the prorated Target Value). The PSUs will vest, if at all, on September 6, 2025 if the performance criteria are met, while the RSUs will vest in one-third (1/3) installments on each of September 6, 2023, 2024 and 2025, in each case subject to Ms. Davidson’s continued employment with the Company and certain customary accelerated vesting terms upon specified terminations. Beginning in fiscal year 2024, Ms. Davidson will be eligible to receive LTIP awards under the Plan as determined by the Compensation Committee of the Board.

In recognition of the compensation Ms. Davidson is forfeiting by leaving her employer, Ms. Davidson will also be receiving two make-whole awards: (i) a one-time make-whole RSU award equal to \$1,600,000, divided by the average closing price of the Common Stock during the 20-trading day period ending on the trading day prior to the Start Date, which will vest in one-third (1/3) installments on each of the first, second and third anniversaries of the Start Date, subject to her continued employment and certain accelerated vesting terms upon specified terminations; and (ii) a one-time make-whole cash signing bonus of \$960,000 to be paid in one lump sum after Ms. Davidson has completed the first 60 days of employment, subject to prorated recoupment if Ms. Davidson is terminated by the Company for Cause (as defined in the Davidson Employment Agreement) or voluntarily terminates her employment other than for Good Reason (as defined in the Davidson Employment Agreement) within the first 24 months following the Start Date.

Ms. Davidson will also be entitled to (i) reimbursement for up to \$10,000 in legal fees incurred in connection with the negotiation of the Davidson Employment Agreement and related documents and (ii) an allowance of \$5,000 per month for the first two years of her employment to cover costs incurred to travel between her principal residence and the Company’s headquarters and for temporary housing near the Company’s headquarters.

In the event Ms. Davidson’s employment is terminated by the Company without Cause or by her for Good Reason, and subject to her execution of a customary release, she will receive cash severance in an amount equal to two times the sum of her base salary plus her Target AIP Award, which will be paid out over a two-year period, with the first payment made on the 60th day following termination of her employment.

On November 22, 2022, the Company and Ms. Davidson also entered into the Company’s standard Change in Control Agreement (the “Change in Control Agreement”), which becomes effective as of the Start Date and generally provides for cash severance in an amount equal to three times the sum of Ms. Davidson’s base salary plus her Target AIP Award if Ms. Davidson’s employment is terminated under certain circumstances following a Change in Control (as defined in the Change in Control Agreement), subject to the terms and conditions set forth therein. On November 22, 2022, the Company and Ms. Davidson also entered into a Confidentiality, Non-Interference, and Invention Assignment Agreement, which becomes effective as of the Start Date and includes customary restrictive covenants. The Company also expects Ms. Davidson to enter into the Company’s standard indemnification agreement for its executive officers and directors.

The foregoing description of the Davidson Employment Agreement is not complete and is qualified in its entirety by the terms and provisions of the Davidson Employment Agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Separation Agreement with Mr. Schiller

In connection with Mr. Schiller’s termination by the Company without cause from his role as President and Chief Executive Officer, the Company expects to enter into a separation agreement with Mr. Schiller (the “Separation Agreement”) as of the

Transition Date. The Separation Agreement, which was recommended by the Compensation Committee of the Board and approved by the Board, will provide that Mr. Schiller will receive cash severance in accordance with the terms of Mr. Schiller's employment agreement with the Company, dated as of October 26, 2018 (the "Schiller Employment Agreement"), which consists of twice the sum of his base salary and target bonus, which amounts to a total of \$4,725,000, paid in installments over the two-year period following the Transition Date (the "Severance Period"). Mr. Schiller will also be eligible to receive a prorated bonus for fiscal year 2023 under the Company's 2023 Annual Incentive Plan, paid out based on actual achievement of the applicable Company goals for fiscal year 2023. In furtherance of the mutual desire of the Company and Mr. Schiller to ensure a smooth transition of his responsibilities to Ms. Davidson, to be accomplished in part through Mr. Schiller's continued service on the Board, a prorated portion of Mr. Schiller's PSUs pursuant to the Company's 2023-2025 LTIP will remain outstanding (prorated based on the period of Mr. Schiller's service as President and Chief Executive Officer in fiscal year 2023) and be eligible to vest based on actual achievement of the relative and absolute total shareholder return goals through the full performance period, subject to Mr. Schiller's continued service on the Board through the earlier of the Company's 2023 annual meeting of stockholders or any earlier date mutually agreed between Mr. Schiller and the Board for Mr. Schiller's departure from the Board. Finally, Mr. Schiller's health benefits will continue through the Severance Period in the form of Company-paid COBRA premiums for 18 months and reimbursement of the cost of private insurance thereafter. Mr. Schiller must execute and not revoke a release of claims in favor of the Company and comply with the restrictive covenants set forth in the Schiller Employment Agreement in order to receive the payments and benefits described above.

Item 8.01 Other Events.

On November 28, 2022, the Company issued a press release announcing the foregoing leadership transition. A copy of the press release described above is filed herewith as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement, dated as of November 22, 2022, by and between The Hain Celestial Group, Inc. and Wendy Davidson.
99.1	Press Release of The Hain Celestial Group, Inc. dated November 28, 2022.
104	Cover Page Interactive Data File (embedded within the inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 28, 2022

THE HAIN CELESTIAL GROUP, INC.

By: /s/ Kristy M. Meringolo
Name: Kristy M. Meringolo
Title: EVP, General Counsel and Corporate Secretary

November 22, 2022

Dear Wendy:

We are pleased to offer employment to you as President and Chief Executive Officer of The Hain Celestial Group, Inc. (“**Hain Celestial**” or the “**Company**”). As we have discussed, it is anticipated that your employment will commence on January 1, 2023 (the “**Start Date**”). In the event you do not commence employment on the Start Date (or at a later date agreed upon with the Company) for any reason, this letter shall be void *ab initio* and of no force or effect and neither you or the Company will have any rights or obligations hereunder.

1. **Position and Duties.** In your capacity as President and Chief Executive Officer, you will report directly to the Board of Directors of the Company (the “**Board**”). You will have general supervision over the business of the Company and will perform all duties, and have the authority, incident to the office of President and Chief Executive Officer and such other duties consistent with your position as may from time to time be assigned to you by the Board. Except with the prior written consent of the Board, you will not, while employed by the Company, undertake or engage in any other employment, occupation, or business enterprise that would interfere with your duties and responsibilities, except for (a) reasonable time devoted to volunteer services for or on behalf of such religious, educational, non-profit, and/or other charitable organization as you may wish to serve, and (b) reasonable time devoted to activities in the non-profit and business communities consistent with your duties. You may, with the prior written consent of the Board, serve as a member of one public company board of directors, in addition to your service on the Board. You will be appointed as a member of the Board effective as of the Start Date. Thereafter, the Company will use its reasonable best efforts to cause you to be nominated for re-election to the Board each time your term on the Board would otherwise expire. Upon termination of your employment for any reason and unless otherwise agreed between you and the Company, you will be deemed to have immediately resigned from the Board and you will take such further actions as may be necessary or desirable to effectuate such resignation.
2. **Base Salary.** Your annual base salary will be \$925,000 (less required withholdings and elected deductions) and will be paid in accordance with the Company’s payroll practices.
3. **Annual Bonus.** You will be eligible to earn an annual incentive award (the “**Annual Incentive Award**”) under the terms and conditions of the Company’s Annual Incentive Plan. Your target Annual Incentive Award shall be equal to 125% of your annual base salary (the “**Target AIP Award**”), and your maximum Annual Incentive Award shall be equal to 200% of the Target AIP Award. The amount payable to you under the Annual Incentive Award will be determined by the Compensation Committee of the Board (the “**Compensation Committee**”) in its discretion under the terms of the Annual Incentive Plan. Your Annual Incentive Award opportunity, including the Target AIP Award, for fiscal year 2023 will be prorated based on the number of months from the Start Date to the end of the Company’s 2023 fiscal year (with the month of your Start Date counted as a full month). You must be actively employed by the Company at the time of payment in order to be eligible to receive payment in respect of an Annual Incentive Award.
4. **LTIP Awards.** As a member of the Hain Celestial leadership team, you will be eligible to participate in the Company’s Long-Term Incentive Program (“**LTIP**”) beginning in fiscal year 2023, subject to your continued employment and Compensation Committee plan design and approval. You will also be subject to the Company’s stock ownership guidelines as in effect from time to time. The stock ownership guidelines currently require you to own Company common stock having a value equal to six times your base salary, and you have five years from appointment to achieve such ownership target.

- a. **FY 2023 Standard LTIP Grant**. For fiscal year 2023, you will receive an LTIP award comprising a number of shares of the Company's common stock having a Target Value of \$3,000,000 (assuming target performance for PSUs (as defined below)) prorated based on the number of months from the Start Date to the end of the Company's 2023 fiscal year (with the month of your Start Date counted as a full month), subject to the terms and conditions of such program. The term "**Target Value**" refers to the value of the LTIP award calculated based on the average closing price of the Company's common stock during the 20 trading day period ending on the trading day prior to the Start Date multiplied by the number of shares covered by such award (assuming target level performance in the case of any performance-vesting awards). Such fiscal 2023 LTIP award will be granted on or as soon as practicably possible following your Start Date and will consist of (i) awards of Performance Share Units ("**PSUs**") (60% of the award value), with 2/3 of the PSUs tied to relative total shareholder return and 1/3 of the PSUs tied to absolute total shareholder return, in each case over the three-year period beginning on September 7, 2022 and ending on September 6, 2025 and with the same performance goals and beginning stock price as those applicable to PSUs granted on September 8, 2022 to other senior executives for fiscal year 2023, and (ii) an award of Restricted Share Units ("**RSUs**") (40% of the award value). The PSUs will vest, if at all, on September 6, 2025 if the performance criteria are met, while the RSUs will vest in 1/3 installments on each of September 6, 2023, 2024 and 2025.
- b. **Future Years' LTIP Awards**. For fiscal year 2024 and subsequent fiscal years, subject to your continued employment and Compensation Committee plan design and approval, you will be eligible to participate in the LTIP. The form of LTIP awards will be determined by the Compensation Committee and will generally be consistent with LTIP awards made in such fiscal years to other senior executives of the Company. Any LTIP Awards are determined and granted in the Compensation Committee's sole discretion and the terms of this paragraph do not constitute a guarantee of a future year award.

5. **Make-Whole Awards**.

- a. **Additional RSU Grant**. On or as soon as practicably possible following your Start Date, you will receive a one-time make-whole award of restricted stock units of the Company equal to \$1,600,000, divided by the average closing price of the Company's common stock during the 20 trading day period ending on the trading day prior to the Start Date (the "**Make-Whole RSUs**"). This grant of Make-Whole RSUs is intended to recognize the equity awards you are forfeiting from your former employer upon joining Hain. The Make-Whole RSUs shall vest over a three-year period, with one-third vesting each year on the anniversary date of the Start Date, subject to your continued employment. If your employment terminates by reason of death or disability or if Hain Celestial terminates your employment without Cause or you resign for Good Reason (each as defined in paragraph 6 below), the unvested portion of the Make-Whole RSUs will immediately vest.
- b. **Sign-On Bonus**. You also will receive a one-time signing bonus of \$960,000 (the "**Make-Whole Sign-On Bonus**"). The Make-Whole Sign-On Bonus is intended to recognize the bonus you are forfeiting from your former employer upon joining Hain. The Make-Whole Sign-On Bonus will be paid in one lump sum after you have completed the first 60 days of your employment with the Company. The Make-Whole Sign-On Bonus is subject to applicable tax withholdings and will be made in accordance with the Company's payroll practices. Should you voluntarily terminate your employment with the Company other than for Good Reason, or if you are terminated for Cause, in each case within the first 24 months following your Start Date, you will be responsible for the repayment of a pro-rated amount of the Make-Whole Sign-On Bonus based on the number of days you were employed by the Company during such 24-month period.

6. Severance Protection. If the Company terminates your employment without Cause or you resign for Good Reason (each as defined below), you will be entitled to receive a severance payment of two times the sum of your annual base salary in effect at the time of termination and your Target AIP Award for the year in which the termination date occurs. This severance payment will be payable (less applicable withholdings) in bi-weekly payments over a period of 24 months, in accordance with the Company's payroll practices, following the termination of your employment, with the first payment made on the 60th day after the termination of your employment. Your entitlement to the severance payment will be subject to the execution, within 21 (or 45, if applicable) days following your termination, and non-revocation of a separation agreement and release of claims in a form satisfactory to the Company, including an acknowledgment of the continued effectiveness of your post-employment restrictive covenants and other obligations to the Company, including those set forth in the Confidentiality Agreement (as defined below). For purposes of this letter, the terms "Cause" and "Good Reason" shall have the following meanings:

- "**Cause**" means the following grounds for termination of employment: (i) you are convicted of a felony or enter a plea of guilty or *nolo contendere* with respect thereto; (ii) your continuous failure to substantially perform your reasonably assigned duties for the Company or any subsidiary (other than a failure resulting from your incapacity due to physical or mental illness), which failure has continued for a period of at least thirty (30) days after a written notice of demand for substantial performance, signed by a duly authorized officer of the Company, has been delivered to you specifying the manner in which you have failed substantially to perform; (iii) you engage in actual or attempted theft or embezzlement of Company assets; (iv) you engage in conduct that is materially harmful to the public reputation of the Company or any subsidiary, other than conduct required by law or regulation; (v) you engage in any act of dishonesty, fraud, or immoral or disreputable conduct; (vi) you engage in willful misconduct in the performance of your duties, or materially violate any Company policy or code of conduct (including, without limitation, with respect to harassment); or (vii) you materially breach any covenant or condition of this letter or any other agreement between the parties including without limitation the Confidentiality Agreement or any other agreement containing provisions relating to confidentiality, assignment of inventions, non-competition, non-solicitation / non-interference, or non-disparagement, or breach your fiduciary duty to the Company or any subsidiary.
- "**Good Reason**" means the occurrence (without your prior express written consent) of any one of the following acts, or failures to act: (i) the assignment to you of any duties or responsibilities materially inconsistent with your position, or a material diminution in your position, duties, authority or responsibilities; provided that Good Reason shall not exist under this clause if such material diminution in duties and responsibilities occurs after you have provided notice of your intention to terminate your employment, or is as a result of any disposition or sale of any subsidiary or business of the Company; (ii) a requirement that you report to anyone other than the full Board; (iii) a material reduction in your base salary as in effect on the Start Date or as the same may be increased from time to time (other than any decrease in the same percentage as an across the board salary reduction generally applicable to other senior level executives); or (iv) any failure by the Company to comply with any of the material provisions of this offer letter with the Company. You will not have Good Reason for termination unless (1) you reasonably determine in good faith that a "Good Reason" condition has occurred; (2) you notify the Company in writing of the occurrence of the Good Reason condition within 60 days of such occurrence; (3) the Company fails to cure the condition during the period of 30 days following such notice (the "**Cure Period**"); and (4) you terminate your employment within 60 days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

7. Commuting/Housing Expenses. For the first two years of your employment, you will receive an allowance of \$5,000 per month to cover costs you incur for travel between your principal residence and the Company's headquarters and for temporary housing near the Company's headquarters.

8. Reimbursement of Attorneys' Fees. The Company agrees to reimburse you for the reasonable cost of attorneys' fees incurred in connection with the negotiation of your employment, in an aggregate amount not to exceed \$10,000. Reimbursement shall be made within 60 days after you provide appropriate documentation. You understand you may have tax obligations in connection with reimbursement for the attorneys' fees.
9. Change in Control Agreement. Simultaneously with the execution of this letter, you will enter into the Company's standard Change in Control Agreement (the "**CIC Agreement**"), which will become effective on the Start Date. The CIC Agreement generally provides a severance benefit equal to three (3) times the sum of your annual base salary and Target AIP Award if your employment is terminated under certain circumstances in connection with a Change in Control (as defined in the agreement), subject to the terms and conditions set forth in the CIC Agreement.
10. Employee Benefits. Our group health insurance benefit plan provides for participation by new employees on the first calendar day of the month following completion of 30 days of employment. Additionally, as soon as practicable but no later than the first calendar day of the month following completion of 30 days of employment, you will be eligible to participate in the Hain Celestial 401(k) Retirement Plan.
11. Vacation. You will be entitled to up to five weeks of annual paid vacation and other personal leave in accordance with Company policy, which shall be subject in all respects to the terms and conditions of the Company's paid time off policies, as may be in effect from time to time.
12. Background Check; Confidentiality. This offer is contingent upon your completion of a pre-hire screening, which will require that you execute documents required by Hain Celestial for a background investigation concerning your criminal, employment, education, and credit history. Simultaneously with the execution of this letter, you will enter into a Confidentiality, Non-Interference, and Invention Assignment Agreement (the "**Confidentiality Agreement**"), which will become effective on the Start Date. The Confidentiality Agreement includes the Company's standard requirements relating to non-competition, non-solicitation, non-disparagement and confidentiality.
13. No Conflicts. You have advised us that you are not a party to or restricted by an agreement with a previous employer that would interfere with or impair in any way your ability to perform the duties of your position with Hain Celestial as described in this letter. It is a condition of your employment with Hain Celestial that you refrain from using or disclosing any proprietary information or trade secrets of any previous employer in the course of your employment with Hain Celestial.
14. At-Will Employment. This letter does not constitute a guarantee that your employment will continue for any period of time or any specific treatment. Your employment with us is "at-will" and is therefore terminable by either Hain Celestial or you without Cause, notice or liability except as set forth in paragraph 6 above. Your continued employment is subject to, among other things, your satisfactory completion of your job responsibilities and your compliance with Hain Celestial's policy requirements.
15. Section 409A. This letter and the Company's obligations hereunder are intended to comply with or otherwise be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder (collectively, "**Section 409A**"), to the extent applicable, and shall be so construed. Notwithstanding anything in this letter to the contrary, payments of "nonqualified deferred compensation" subject to Section 409A may only be made under this letter upon an event and in a manner permitted by Section 409A, to the extent applicable. For purposes of Section 409A, all payments of "nonqualified deferred compensation" subject to Section 409A to be made upon the termination of your employment under this letter may only be made upon a "separation from service" under Section 409A. Each payment made under this letter, including each installment of severance that may become payable pursuant to paragraph 6 above, shall be treated as a separate payment and the right to a series of installment payments under this letter is to be treated as a right to a series of separate payments. In no event shall you, directly or indirectly, designate the calendar year of payment with respect to any amount that is "nonqualified deferred compensation" subject to Section 409A. If you are considered a "specified employee" (as defined under Section 409A) and payment of any amounts under this letter is required to be delayed for a period of six months after separation from

service pursuant to Section 409A, payment of such amounts shall be delayed as required by Section 409A, and the accumulated postponed amounts shall be paid in a lump-sum payment within five days after the end of the six month period. If you die during the postponement period prior to the payment of benefits, the amounts postponed on account of Section 409A shall be paid to the personal representative of your estate within 60 days after the date of your death.

16. Arbitration. To the fullest extent permitted by applicable law, any disputes arising out of or related to this letter shall be settled solely and exclusively by binding arbitration in Nassau County, New York. Such arbitration shall be conducted before a single impartial arbitrator jointly selected by you and the Company and shall be administered by JAMS pursuant to its employment arbitration rules then in effect (the “**Rules**”). In any arbitration, any and all claims shall be arbitrated only on an individual basis, and not on a class, collective, or multiple-party basis. You and the Company expressly waive any right to arbitrate as a class representative, as a class member, or in a collective action, and there shall be no joinder or consolidation of parties. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided, however, that nothing in this paragraph 16 shall be construed as (i) precluding the bringing of an action for injunctive relief or other equitable relief in the United States District Court for the Eastern District of New York or any state court located in Nassau County or (ii) compelling arbitration of claims that, by applicable law, cannot be compelled to arbitration, in which event such claims shall be brought exclusively in the United States District Court for the Eastern District of New York or any state court located in Nassau County. The arbitrator will be required to administer the arbitration pursuant to the Rules and issue an award, in writing, within thirty (30) days of the arbitration hearing, which award must contain a summary of the issues in controversy, and a description of the award issued. The arbitrator may not modify or change this letter in any way, but may award damages, and/or other relief, only to the extent then permitted under applicable federal, state or local statutes. Any controversy over whether a dispute is an arbitrable dispute or as to the scope, validity, interpretation or enforceability of this paragraph 16 with respect to such arbitration shall be determined by the arbitrator, and not by a court or any other governmental body. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court of competent jurisdiction. Unless otherwise prohibited or required by law, any arbitration proceeding (including the nature and substance of all claims, defenses, information, materials, discovery, witness testimony, motions, and post-hearing submissions) shall be strictly confidential and such proceeding shall be identified to JAMS as a confidential proceeding. Each party shall pay the fees of its attorneys, the expenses of its witnesses, and any other costs and expenses that the party incurs in connection with the arbitration; provided that an arbitrator may award attorneys’ fees to the prevailing party, if the arbitrator determines in its sole discretion that such an award is equitable. All other costs of the arbitration, including the fees of the arbitrator and administrative fees, shall be paid by the Company; provided that you shall be responsible for paying any JAMS initiation/filing fee with respect to any claims initiated by you.

17. Indemnification; D&O Coverage. The Company shall at all times maintain directors’ and officers’ liability insurance under which you shall be covered on a basis that is no less favorable than the coverage provided to any director or officer of the Company, and the Company shall otherwise indemnify you to the fullest extent permitted by applicable law, whether under the Company’s governing documents or otherwise. The Company will pay, as incurred, any reasonable expenses (including fees and disbursements of legal counsel) incurred by you in defending any civil, criminal or administrative proceeding, including any investigation, that may result in an indemnifiable cost or loss, subject to your obligation to repay any such amount if it is subsequently determined that you were not entitled to indemnification pursuant to this paragraph 17, an applicable indemnity agreement, the governing instruments of the Company, an insurance policy, or otherwise.

18. Prior Agreements. This letter supersedes all prior or contemporaneous agreements, understandings, negotiations, or representations, whether oral or written, express or implied, on this subject. This letter may not be modified or amended except by a specific, written arrangement signed by you and the Chair of the Board or an authorized officer of Hain Celestial. The terms of this letter shall be governed by New York law.

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

Please acknowledge your acceptance of these terms by your signature below. Afterwards, kindly return the signed letter to me and keep a copy for your records.

THE HAIN CELESTIAL GROUP, INC.

By: /s/ Dawn M. Zier

Name: Dawn M. Zier

Title: Chair of the Board

Accepted: /s/ Wendy Davidson

Wendy Davidson

Date: November 22, 2022

Hain Celestial Announces Leadership Succession Plan

WENDY P. DAVIDSON NAMED PRESIDENT AND CEO

MARK L. SCHILLER TRANSITIONING TO NON-EXECUTIVE DIRECTOR

LAKE SUCCESS, N.Y., November 28, 2022 — The Hain Celestial Group, Inc. (Nasdaq: HAIN) (“Hain Celestial” or the “Company”), a leading organic and natural products company with operations in North America, Europe, Asia and the Middle East providing consumers with A Healthier Way of Life®, today announced a leadership succession plan, naming Wendy P. Davidson as President and Chief Executive Officer, effective January 1, 2023. As part of a planned transition, Mark L. Schiller will continue to serve as President and Chief Executive Officer until December 31, 2022, at which point, he will become a non-executive director on the Board and will serve as an ongoing resource to Ms. Davidson. Ms. Davidson has also been appointed as a member of the Company’s Board of Directors, effective January 1, 2023, increasing the size of the Board of Directors to nine directors.

“On behalf of the Board of Directors, I would like to thank Mark for his unwavering commitment and leadership during his four-year tenure as CEO,” said Dawn Zier, Chair of the Board. “Mark has played an instrumental role in simplifying the Company and instilling greater operational discipline throughout the organization, and we are foundationally stronger as a result. We look forward to his continued contributions and insights as a member of our Board.”

“We are excited to welcome Wendy as our new CEO. Her global CPG experience and successful track record in driving growth, reducing complexity, and developing talent are key to accelerating the transformative work that the leadership team has undertaken to launch our Hain 3.0 strategy,” added Ms. Zier. “She is the right choice to lead Hain Celestial through its next phase of growth, and under her guidance, we look forward to the Company delivering strong operating results and generating long-term shareholder value.”

Ms. Davidson is a seasoned consumer packaged goods executive with deep expertise in sales and marketing. She most recently served as President of the Americas for Glanbia Performance Nutrition, where she delivered strong results in a post-pandemic recovery while integrating several acquired brands into a single operating model. Previously, Ms. Davidson served as President, Away from Home (formerly U.S. Specialty Channels) for Kellogg Company and held various executive roles at McCormick & Co. Inc. and Tyson Foods Inc. She currently serves as a director of First Horizon Corporation. Ms. Davidson is a graduate of Luther College with a B.A. degree in Political Science and Sociology and completed Harvard Business School’s two-year executive program.

“I am delighted and honored by the opportunity to lead Hain Celestial at this exciting time in the Company’s history,” said Ms. Davidson. “Hain’s global portfolio of organic and natural brands is authentic and beloved by consumers. The leadership team has set a strong foundation for the Company’s 3.0 strategy, and I look forward to working together to execute on the Company’s growth agenda and build upon this strategy.”

“It has been a privilege and an honor to lead this team. Our performance during the transformation has driven significant value creation, benefiting shareholders while also laying the foundation for long-term growth. I look forward to working closely with Wendy as we transition roles and to being a valued and trusted resource as a director,” said Mr. Schiller.

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The Hain Celestial Group, Inc. (Nasdaq: HAIN) is a leading organic and natural products company that has been committed to creating A Healthier Way of Life® since 1993. Headquartered in Lake Success, NY with operations in North America, Europe, Asia and the Middle East, Hain Celestial's food and beverage brands include Celestial Seasonings®, Clarks™, Cully & Sully®, Earth's Best®, Ella's Kitchen®, Frank Cooper's®, Garden of Eatin'®, Hartley's®, Health Valley®, Imagine®, Joya®, Lima®, Linda McCartney's® (under license), MaraNatha®, Natumi®, New Covent Garden Soup Co.®, ParmCrisps®, Robertson's®, Rose's® (under license), Sensible Portions®, Spectrum®, Sun-Pat®, Terra®, The Greek Gods®, Thinsters®, Yorkshire Provender® and Yves Veggie Cuisine®. Hain Celestial's personal care brands include Alba Botanica®, Avalon Organics®, JASON®, Live Clean® and Queen Helene®. For more information, visit hain.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such statements involve risks, uncertainties and assumptions. If the risks or uncertainties ever materialize or the assumptions prove incorrect, our results 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; our business strategy; expectations regarding the leadership transition; and our brand portfolio.

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

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.