

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

☒ **Quarterly Report Pursuant to Section 13 or 15(d)**
of the Securities Exchange Act of 1934
For the Quarterly Period Ended March 31, 2026
Commission File Number 1-9608

NEWELL BRANDS INC.
(Exact name of registrant as specified in its charter)

Delaware 36-3514169
(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)
5 Concourse Parkway NE, 8th Floor,
Atlanta, Georgia 30328
(Address of principal executive offices)
(Zip Code)
Registrant's telephone number, including area code: (770) 418-7000

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

TITLE OF EACH CLASS	TRADING SYMBOL	NAME OF EXCHANGE ON WHICH REGISTERED
Common stock, \$1 par value per share	NWL	Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

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 during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

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

Large Accelerated Filer	☒ Accelerated filer	☐
Non-accelerated filer	☐ Smaller reporting company	☐
Emerging growth company	☐	

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares of common stock outstanding (net of treasury shares) as of April 27, 2026: 424.9 million.

TABLE OF CONTENTS

PART I. FINANCIAL INFORMATION	2
Item 1. Financial Statements	2
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	21
Item 3. Quantitative and Qualitative Disclosures About Market Risk	28
Item 4. Controls and Procedures	28
PART II. OTHER INFORMATION	29
Item 1. Legal Proceedings	29
Item 1A. Risk Factors	29
Item 2. Unregistered Sales of Equity Securities, Use of Proceeds and Issuer Purchases of Equity Securities	29
Item 5. Other Information	29
Item 6. Exhibits	30
SIGNATURES	31

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

NEWELL BRANDS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
AND COMPREHENSIVE INCOME (LOSS) (Unaudited)
(Amounts in millions, except per share amounts)

	Three Months Ended March 31,	
	2026	2025
Net sales	\$ 1,549	\$ 1,566
Cost of products sold	1,036	1,063
Gross profit	513	503
Selling, general and administrative expenses	472	471
Restructuring costs, net	7	11
Operating income	34	21
<i>Non-operating expenses:</i>		
Interest expense, net	84	72
Other expense, net	11	4
Loss before income taxes	(61)	(55)
Income tax benefit	(28)	(18)
Net loss	\$ (33)	\$ (37)
Weighted average common shares outstanding:		
Basic	421.6	416.8
Diluted	421.6	416.8
Loss per share:		
Basic	\$ (0.08)	\$ (0.09)
Diluted	\$ (0.08)	\$ (0.09)

COMPREHENSIVE INCOME (LOSS)

	Three Months Ended March 31,	
	2026	2025
Net loss	\$ (33)	\$ (37)
Other comprehensive income (loss), net of tax:		
Foreign currency translation adjustments	9	(1)
Pension and postretirement costs	3	3
Derivative financial instruments	4	(5)
Total other comprehensive income (loss), net of tax	16	(3)
Total comprehensive loss	\$ (17)	\$ (40)

See Notes to Unaudited Condensed Consolidated Financial Statements.

NEWELL BRANDS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)
(Amounts in millions, except par values)

	March 31, 2026	December 31, 2025
Assets:		
Cash and cash equivalents	\$ 201	\$ 203
Accounts receivable, net	893	987
Inventories	1,493	1,281
Prepaid expenses and other current assets	326	237
Total current assets	2,913	2,708
Property, plant and equipment, net	1,194	1,209
Operating lease assets	467	453
Goodwill	3,092	3,101
Other intangible assets, net	1,607	1,634
Deferred income taxes	814	825
Other assets	772	785
Total assets	\$ 10,859	\$ 10,715
Liabilities:		
Accounts payable	\$ 1,045	\$ 931
Other accrued liabilities	1,325	1,464
Short-term debt and current portion of long-term debt	425	130
Total current liabilities	2,795	2,525
Long-term debt	4,540	4,543
Deferred income taxes	5	50
Operating lease liabilities	443	433
Other noncurrent liabilities	734	773
Total liabilities	8,517	8,324
Commitments and contingencies (<i>Footnote 14</i>)		
Stockholders' equity:		
Preferred stock (10.0 authorized shares, \$1.00 par value, no shares issued at March 31, 2026 and December 31, 2025)	—	—
Common stock (800.0 authorized shares, \$1.00 par value, 456.6 shares and 447.1 shares issued at March 31, 2026 and December 31, 2025, respectively)	457	447
Treasury stock, at cost (31.7 shares and 27.9 shares at March 31, 2026 and December 31, 2025, respectively)	(662)	(644)
Additional paid-in capital	6,781	6,805
Retained deficit	(3,260)	(3,227)
Accumulated other comprehensive loss	(974)	(990)
Total stockholders' equity	2,342	2,391
Total liabilities and stockholders' equity	\$ 10,859	\$ 10,715

See Notes to Unaudited Condensed Consolidated Financial Statements.

NEWELL BRANDS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)
(Amounts in millions)

	Three Months Ended March 31,	
	2026	2025
Cash flows from operating activities:		
Net loss	\$ (33)	\$ (37)
<i>Adjustments to reconcile net loss to net cash used in operating activities:</i>		
Depreciation and amortization	79	75
Deferred income taxes	(44)	46
Stock based compensation expense	17	16
Other, net	(5)	(5)
<i>Changes in operating accounts:</i>		
Accounts receivable	93	3
Inventories	(213)	(168)
Accounts payable	122	147
Accrued liabilities and other, net	(249)	(290)
Net cash used in operating activities	(233)	(213)
Cash flows from investing activities:		
Capital expenditures	(37)	(59)
Proceeds from settlement of swaps	9	9
Other investing activities, net	(1)	23
Net cash used in investing activities	(29)	(27)
Cash flows from financing activities:		
Proceeds from short-term debt, net	295	310
Cash dividends	(36)	(31)
Other financing activities, net	27	(9)
Net cash provided by financing activities	286	270
Exchange rate effect on cash, cash equivalents and restricted cash	(1)	3
Increase in cash, cash equivalents and restricted cash	23	33
Cash, cash equivalents and restricted cash at beginning of period	220	219
Cash, cash equivalents and restricted cash at end of period	\$ 243	\$ 252
Supplemental disclosures:		
Restricted cash at beginning of period <i>(Footnote 1)</i>	\$ 17	\$ 21
Restricted cash at end of period <i>(Footnote 1)</i>	42	19

See Notes to Unaudited Condensed Consolidated Financial Statements.

NEWELL BRANDS INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (Unaudited)
(Amounts in millions, except per share amounts)

	Common Stock	Treasury Stock	Additional Paid-In Capital	Retained Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
Balance at December 31, 2025	\$ 447	\$ (644)	\$ 6,805	\$ (3,227)	\$ (990)	\$ 2,391
Comprehensive income (loss)	—	—	—	(33)	16	(17)
Dividends declared on common stock - \$0.07 per share	—	—	(31)	—	—	(31)
Equity compensation, net of tax	10	(18)	7	—	—	(1)
Balance at March 31, 2026	\$ 457	\$ (662)	\$ 6,781	\$ (3,260)	\$ (974)	\$ 2,342

	Common Stock	Treasury Stock	Additional Paid-In Capital	Retained Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
Balance at December 31, 2024	\$ 442	\$ (634)	\$ 6,866	\$ (2,942)	\$ (981)	\$ 2,751
Comprehensive loss	—	—	—	(37)	(3)	(40)
Dividends declared on common stock - \$0.07 per share	—	—	(32)	—	—	(32)
Equity compensation, net of tax	3	(5)	13	—	—	11
Balance at March 31, 2025	\$ 445	\$ (639)	\$ 6,847	\$ (2,979)	\$ (984)	\$ 2,690

See Notes to Unaudited Condensed Consolidated Financial Statements.

NEWELL BRANDS INC. AND SUBSIDIARIES**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)****Footnote 1 — Basis of Presentation and Significant Accounting Policies****Description of Business**

Newell Brands Inc. is a leading global consumer goods company with a strong portfolio of well-known brands, including Rubbermaid, Sharpie, Graco, Coleman, Rubbermaid Commercial Products, Yankee Candle, Paper Mate, FoodSaver, Dymo, EXPO, Elmer's, Oster, NUK, Spontex and Campingaz. Newell Brands is focused on delighting consumers by lighting up everyday moments. The Company sells its products in over 150 countries around the world and has operations on the ground in more than 45 of these countries, excluding third-party distributors. The Company has three operating segments: Home and Commercial Solutions ("H&CS"), Learning and Development ("L&D") and Outdoor and Recreation ("O&R").

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of Newell Brands Inc. (collectively with its subsidiaries, the "Company") have been prepared pursuant to the rules and regulations of the United States ("U.S.") Securities and Exchange Commission (the "SEC") and do not include all of the information and footnotes required by U.S. generally accepted accounting principles ("U.S. GAAP") for complete financial statements. In the opinion of management, the unaudited condensed consolidated financial statements include all adjustments (including normal recurring accruals) considered necessary for a fair statement of the financial position and the results of operations of the Company. These unaudited condensed consolidated financial statements should be read in conjunction with the financial statements, and the footnotes thereto, included in the Company's most recent Annual Report on Form 10-K. The Condensed Consolidated Balance Sheet at December 31, 2025 has been derived from the audited financial statements as of that date, but it does not include all the information and footnotes required by U.S. GAAP for a complete financial statement. Certain prior year amounts have been reclassified to conform to the current presentation.

Use of Estimates and Risks

Management's application of U.S. GAAP in preparing the Company's condensed consolidated financial statements requires the pervasive use of estimates and assumptions. The Company continues to be impacted by inflationary pressures, soft global demand, major retailers' focus on tight control over their inventory levels, fluctuating interest rates and indirect macroeconomic impacts from geopolitical conflicts as well as the effects of existing and potential changes in global trade policies, including tariffs and related retaliatory measures.

Despite the U.S. Supreme Court ruling that tariffs imposed under the International Emergency Economic Powers Act ("IEEPA") tariffs were unconstitutional, the Company continues to deploy a mitigation strategy designed to offset the impact of tariff exposure through a number of actions, including pricing, productivity and in some cases relocation of manufacturing. More recently, the Company has experienced an increase in resin and transportation costs largely as a result of higher cost of oil in light of the conflict in the Middle East. These collective macroeconomic trends, the duration or severity of which are highly uncertain and some of which, such as cost of oil, are more volatile than others, are still changing the retail and consumer landscape and continue to negatively impact the Company's operating results, cash flows and financial condition and are to some degree expected to persist into the remainder of the year.

As consumers continue to face widespread increases in prices and fluctuating interest rates, their discretionary spending and purchase patterns may continue to be unfavorably impacted. The Company will continue to monitor these macroeconomic trends and assess whether any of them become more permanent in nature. The high level of uncertainty of these factors has resulted in estimates and assumptions that have the potential for more variability and are more subjective. In addition, some of the other inherent estimates and assumptions used in the Company's forecasted results of operations and cash flows that form the basis of the determination of the fair value of the reporting units for goodwill and indefinite-lived intangible asset impairment testing are outside the control of management, including interest rates, cost of capital, tax rates, trade policies and tariffs, industry growth, credit ratings, foreign exchange rates, labor inflation and cost of oil. Although management has made its best estimates and assumptions based upon current information, actual results could materially differ given the uncertainty of these factors especially if some of the recent inflationary pressures surrounding higher oil costs experience a sustained

duration which may require future changes to such estimates and assumptions, including reserves, and which may result in future expense or impairment charges.

In addition, during the fourth quarter of fiscal year 2025, the Company concluded it had experienced a significant sustained decline in its market capitalization as a result of a decrease in its stock price, resulting in the Company's market capitalization being less than its consolidated stockholders' equity. The Company's stock price has increased since its most recent annual impairment test, but the Company's market capitalization still remains less than its consolidated stockholders' equity. As previously disclosed by the Company, the goodwill related to the Company's Commercial reporting unit and certain indefinite-lived tradenames in its H&CS and L&D segments have fair values within 10% of their associated carrying values based on the most recent annual impairment test performed in the fourth quarter of fiscal year 2025. If there are further declines in the Company's stock price, macroeconomic conditions, or industry and market conditions that may impact the current and forecasted financial performance of each reporting unit, the Company may need to record non-cash impairment charges, which could be material, in future periods.

Seasonal Variations

Sales of the Company's products tend to be seasonal, with sales, operating income and operating cash flow in the first quarter generally lower than any other quarter during the year, driven principally by reduced volume and the mix of products sold in the first quarter. The seasonality of the Company's sales volume combined with the accounting for fixed costs, such as depreciation, amortization, rent, personnel costs and interest expense, impacts the Company's results on a quarterly basis. Also, the Company typically tends to generate the majority of its operating cash flow in the third and fourth quarters of the year due to seasonal variations in operating results, the timing of annual performance-based compensation payments, customer program payments, working capital requirements and credit terms provided to customers. In addition, uncertainty still remains over the volatility and direction of future consumer and customer demand patterns, as well as inflationary pressures inclusive of the impact of tariffs. Accordingly, the Company's results of operations and cash flows for the three months ended March 31, 2026 may not necessarily be indicative of the results that may be expected for the year ending December 31, 2026.

Recent Accounting Pronouncements

Changes to U.S. GAAP are established by the Financial Accounting Standards Board ("FASB") in the form of accounting standards updates ("ASUs") to the FASB's Accounting Standards Codification ("ASC"). The Company considers the applicability and impact of recently issued and proposed ASUs.

In September 2025, the FASB issued ASU No. 2025-06, *"Intangibles—Goodwill and Other—Internal-Use Software."* This ASU establishes targeted enhancements to *Subtopic 350-40* improving the operability of the recognition guidance considering different methods of software development. The update is effective for annual reporting periods beginning after December 15, 2027. Early adoption is permitted. Management is currently evaluating the effects this guidance will have on its consolidated financial statements.

In September 2025, the FASB issued ASU No. 2025-07, *"Derivatives and Hedging (Topic 815) and Revenue from Contracts with Customers (Topic 606)."* The amendments in the ASU exclude from derivative accounting non-exchange-traded contracts with underlying components that are based on operations or activities specific to one of the parties to the contract. This update is effective for annual reporting periods beginning after December 15, 2026. Early adoption is permitted. Management is currently evaluating the effects this guidance will have on its consolidated financial statements.

In November 2024, the FASB issued ASU No. 2024-03, *"Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures."* This ASU requires that each interim and annual reporting period, an entity disclose more information about the components of certain expense captions that are currently disclosed in the financial statements. This update is effective for annual reporting periods beginning after December 15, 2026. Early adoption is permitted. Management is currently evaluating the effects this guidance will have on its consolidated financial statements.

Sales of Accounts Receivable

The Company maintains a factoring agreement with a financial institution to sell certain customer receivables (the “Customer Receivables Purchase Agreement”) up to \$700 million, of eligible accounts receivable. During the three months ended March 31, 2026 and 2025, the Company factored receivables pursuant to the Customer Receivables Purchase Agreement and received proceeds of \$566 million and \$587 million, respectively and collected from customers and remitted to the financial institution approximately \$540 million in each period. Outstanding receivables sold under the Customer Receivables Purchase Agreement were approximately \$270 million at both March 31, 2026 and December 31, 2025.

In addition, the Company, through a wholly-owned special purpose entity (“SPE”), has a three-year factoring agreement with a financial institution to sell certain customer receivables up to \$225 million, between February and April of each year, and up to \$275 million at all other times, of eligible accounts receivable without recourse on a revolving basis (the “Receivables Facility”). Under the Receivables Facility, certain of the Company’s subsidiaries continuously sell their accounts receivables, originated in the U.S., to the SPE, which then sells the receivables to the financial institution. The SPE is a variable interest entity for which the Company is considered to be the primary beneficiary. The SPE’s sole business consists of the purchase of receivables from certain subsidiaries of the Company and the subsequent transfer of such receivables to the financial institution. Although the SPE is included in the Company’s condensed consolidated financial statements, it is a separate legal entity with separate creditors. The assets of the SPE are not available to pay creditors of the Company or its subsidiaries. The fair value of these servicing arrangements as well as the fees earned was immaterial. During the three months ended March 31, 2026 and 2025, the Company factored receivables pursuant to the Receivables Facility and received proceeds of \$233 million and \$248 million, respectively, and collected from customers and remitted \$250 million and \$280 million, respectively to the financial institution. Outstanding receivables sold under the Receivables Facility at March 31, 2026 and December 31, 2025 were approximately \$110 million and \$125 million, respectively.

Generally, for a receivable to be eligible under either program, the Company must have fulfilled its performance obligations and be contractually entitled to payment for such, based on a valid receivable that is not past due at the time of factoring the underlying receivable. The Company accounts for receivables sold to the financial institutions under both factoring agreements as a sale of financial assets and derecognizes the trade receivables from the Company’s Condensed Consolidated Balance Sheets. The Company classifies the proceeds received from the sales of accounts receivable to the financial institutions as an operating cash flow and collections of accounts receivables not yet remitted to the financial institutions as financing cash flow in the Condensed Consolidated Statements of Cash Flows, and such collections are classified as restricted cash (included in prepaid expenses and other current assets) on the Company’s Condensed Consolidated Balance Sheets. Restricted cash related to both programs was \$42 million and \$17 million at March 31, 2026 and December 31, 2025, respectively. The Company records the discounts as other expense, net in the Condensed Consolidated Statements of Operations.

Supplier Finance Program Obligations

The Company has an arrangement with a third-party vendor which provides a service for the Company’s suppliers, at their sole discretion, to sell their receivables due from the Company to various financial institutions, who at their sole discretion, contract with the third-party vendor to participate in the supplier finance program (the “SF Program”).

The Company and its suppliers agree on contractual terms for the goods and services procured, including prices, quantities and payment terms, regardless of whether the supplier elects to participate in the SF Program. The suppliers sell goods or services, as applicable, to the Company and issue the associated invoices to the Company based on the agreed-upon contractual terms. Suppliers that participate in the SF Program, at their sole discretion, determine which invoices, if any, they want to sell to the third-party vendor. The suppliers’ voluntary inclusion of invoices in the SF Program does not change the Company’s existing contractual terms with its suppliers. The Company does not provide any guarantees or collateral under the SF Program, nor does it have any economic interest in a supplier’s decision to participate in the SF Program. Amounts due to suppliers participating in the SF Program are included in accounts payable in the Condensed Consolidated Balance Sheets and amounts paid to suppliers participating in the SF Program are classified as operating cash flows in the Condensed Consolidated Statement of Cash Flows. Supplier payment terms for those participating in the SFP averaged approximately 118 days.

The following table sets forth the outstanding payment obligations due to the third-party vendor and activities related to the suppliers who participated in the SF Program (in millions):

Balance at December 31, 2025	\$	11
Invoices participating in the SF Program		13
Invoices paid to the third-party vendor		(14)
Balance at March 31, 2026	\$	10

Fair Value Measurements

The Company's financial instruments include cash and cash equivalents, accounts receivable, investment securities, accounts payable, derivative instruments and short and long-term debt. The carrying values for current financial assets and liabilities, including cash and cash equivalents, accounts receivable, accounts payable and short-term debt approximate fair value due to the short maturity of such instruments. For publicly traded investment securities, including mutual funds, fair value is determined on the basis of quoted market prices and, accordingly, such investments are classified as Level 1 of the fair value hierarchy. The fair value of such investments was \$58 million and \$81 million at March 31, 2026 and December 31, 2025. The fair values of the Company's long-term debt and derivative instruments are disclosed in *Footnote 8* and *Footnote 9*, respectively. The Company's nonfinancial assets, which are measured at fair value on a nonrecurring basis, include property, plant and equipment, goodwill, intangible assets and certain other assets. In addition, the Company adjusts its pension asset values to fair value on an annual basis.

Footnote 2 — Accumulated Other Comprehensive Income (Loss)

The following table displays the changes in Accumulated Other Comprehensive Income (Loss) ("AOCL") by component, net of tax, for the three months ended March 31, 2026 (in millions):

	Cumulative Translation Adjustment	Pension and Postretirement Costs	Derivative Financial Instruments	AOCL
Balance at December 31, 2025	\$ (783)	\$ (195)	\$ (12)	\$ (990)
Other comprehensive income before reclassifications ^(a)	9	3	1	13
Amounts reclassified to earnings ^(b)	—	—	3	3
Net current period other comprehensive income	9	3	4	16
Balance at March 31, 2026	\$ (774)	\$ (192)	\$ (8)	\$ (974)

(a) Includes income tax provision (benefit) allocated to AOCL as follows \$9 million, \$(3) million, \$1 million and \$7 million, respectively.

(b) Income tax provision (benefit) for both the three months ended March 31, 2026 and 2025 were not material. Pension and postretirement costs presented are primarily classified in other expense, net within the Condensed Consolidated Statements of Operations. Refer to *Footnote 9* for the statements of operations classifications of the Company's various types of derivative financial instruments.

Reclassifications from AOCL to the results of operations on a before and after-tax basis for the three months ended March 31, 2026 and 2025 were not material for any of the periods presented.

Footnote 3 — Restructuring

To better align its resources with its strategy and operating model and to reduce the cost structure of its global operations, the Company commits to restructuring plans as necessary and as follows:

Global Productivity Plan

Building on the Company's turnaround strategy, the Company announced a global productivity plan (the "Productivity Plan") in December 2025 to further simplify processes, streamline overhead and redirect resources to the higher-value activities. As part of the Productivity Plan the Company will reduce its global workforce by over 900 employees primarily within professional and clerical functions, with limited impact on manufacturing or supply chain operations. Professional and clerical employee separations in the U.S. were mostly executed by the end of 2025, with international actions expected to occur in 2026, subject to applicable local law and consultation requirements. In addition, the Company closed approximately 20 Yankee Candle stores in the U.S. and Canada in January 2026 as

part of a retail optimization initiative aligned with modern consumer shopping behaviors and the Company's multi-channel strategy. The Company expects to record \$75 million to \$90 million of restructuring and restructuring-related charges in connection with the Productivity Plan, primarily for severance and associated costs, with most of the charges to be recognized by the end of 2026.

In connection with the Productivity Plan, the Company recorded restructuring costs of \$6 million and a nominal amount of restructuring-related costs for the three months ended March 31, 2026. Since inception of the Productivity Plan, the Company has incurred \$41 million and \$5 million of restructuring and restructuring-related costs, respectively.

Other Restructuring and Restructuring-Related Costs

The Company also incurs other restructuring and restructuring-related costs in connection with various discrete initiatives as well as previously announced but substantially completed restructuring activities. Restructuring-related costs are recorded in cost of products sold and selling, general and administrative expenses ("SG&A") in the Condensed Consolidated Statements of Operations based on the nature of the underlying charges incurred.

The Company recorded restructuring costs, net and restructuring-related costs in connection with various discrete initiatives as well as previously announced but substantially completed restructuring activities for the periods indicated as follows (in millions):

	Three Months Ended March 31,	
	2026	2025
Restructuring costs	\$ 1	\$ 11
Restructuring-related costs	1	14
Total	\$ 2	\$ 25

Restructuring costs, net incurred by reportable business segments for all restructuring activities for the periods indicated are as follows (in millions):

	Three Months Ended March 31,	
	2026	2025
Home and Commercial Solutions	\$ 2	\$ 1
Learning and Development	1	1
Outdoor and Recreation	—	1
Corporate	4	8
	\$ 7	\$ 11

Accrued restructuring costs related to all restructuring activities for the three months ended March 31, 2026 were as follows (in millions):

Balance at December 31, 2025	\$ 34
Restructuring costs, net	7
Payments	(23)
Balance at March 31, 2026	\$ 18

Footnote 4 — Inventories

Inventories are comprised of the following (in millions):

	March 31, 2026	December 31, 2025
Raw materials and supplies	\$ 193	\$ 165
Work-in-process	155	159
Finished products	1,145	957
	<u>\$ 1,493</u>	<u>\$ 1,281</u>

Footnote 5 — Property, Plant and Equipment, Net

Property, plant and equipment, net, is comprised of the following (in millions):

	March 31, 2026	December 31, 2025
Land	\$ 68	\$ 68
Buildings and improvements	547	543
Machinery and equipment	1,651	1,642
	2,266	2,253
Less: Accumulated depreciation	(1,072)	(1,044)
	<u>\$ 1,194</u>	<u>\$ 1,209</u>

Depreciation expense was \$46 million and \$43 million for the three months ended March 31, 2026 and 2025, respectively.

Footnote 6 — Goodwill and Other Intangible Assets, Net

Goodwill activity for the three months ended March 31, 2026 is as follows (in millions):

Segments	Net Book Value at December 31, 2025	Foreign Exchange	March 31, 2026		
			Net Book Value	Gross Carrying Amount	Accumulated Impairment Charges
Home and Commercial Solutions	\$ 747	\$ —	\$ 747	\$ 4,052	\$ (3,305)
Learning and Development	2,354	(9)	2,345	3,432	(1,087)
Outdoor and Recreation	—	—	—	788	(788)
	<u>\$ 3,101</u>	<u>\$ (9)</u>	<u>\$ 3,092</u>	<u>\$ 8,272</u>	<u>\$ (5,180)</u>

Other intangible assets, net, are comprised of the following (in millions):

	March 31, 2026			December 31, 2025		
	Gross Carrying Amount	Accumulated Amortization	Net Book Value	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Tradenames — indefinite life ^(a)	\$ 443	\$ —	\$ 443	\$ 553	\$ —	\$ 553
Tradenames — other ^(a)	646	(202)	444	537	(186)	351
Capitalized software	220	(103)	117	212	(95)	117
Customer relationships and distributor channels	1,014	(411)	603	1,013	(400)	613
	<u>\$ 2,323</u>	<u>\$ (716)</u>	<u>\$ 1,607</u>	<u>\$ 2,315</u>	<u>\$ (681)</u>	<u>\$ 1,634</u>

- (a) During the first quarter of 2026, the Company concluded that certain tradenames with aggregate carrying values of \$107 million no longer qualified as indefinite-lived intangibles. The tradenames were assigned estimated useful lives of 15 years. The financial statement impact associated to such change will not be material to the Company's Condensed Consolidated Statement of Operations.

Amortization expense for intangible assets was \$33 million and \$32 million for the three months ended March 31, 2026 and 2025, respectively.

Footnote 7 — Other Accrued Liabilities

Other accrued liabilities are comprised of the following (in millions):

	March 31, 2026	December 31, 2025
Customer accruals	\$ 485	\$ 616
Accrued compensation	120	168
Operating lease liabilities	115	113
Other	605	567
	\$ 1,325	\$ 1,464

Footnote 8 — Debt

Debt is comprised of the following at the dates indicated (in millions):

	March 31, 2026	December 31, 2025
6.375% senior notes due 2027	\$ 495	\$ 497
8.500% senior notes due 2028	1,240	1,239
6.625% senior notes due 2029	490	492
6.375% senior notes due 2030	743	743
6.625% senior notes due 2032	495	495
5.375% senior notes due 2036	417	417
5.500% senior notes due 2046	658	658
Revolving credit facility ^(a)	425	130
Other debt	2	2
Total debt	4,965	4,673
Short-term debt and current portion of long-term debt	(425)	(130)
Long-term debt	\$ 4,540	\$ 4,543

(a) Included in short-term debt and current portion of long-term debt at March 31, 2026 and December 31, 2025.

Revolving Credit Facility

The Company maintains a \$1.00 billion senior secured revolving credit facility (the “Credit Revolver”) maturing in August 2027. Under the Credit Revolver, the Company may borrow funds on a variety of interest terms. The Credit Revolver agreement (i) requires the Company to satisfy financial covenants testing the Company’s Collateral Coverage Ratio and Total Net Leverage Ratio (each further defined in the Credit Revolver, as amended), (ii) requires the Company and certain of its domestic and foreign subsidiaries (the “Guarantors”) to guaranty Company obligations under the Credit Revolver and (iii) requires the Company and other Guarantors to grant a lien and security interest in certain assets consisting of eligible accounts receivables, eligible inventory, eligible equipment and eligible intellectual property, and all products and proceeds of the foregoing, subject to certain limitations.

Other than outstanding borrowings under the Credit Revolver, availability under the Credit Revolver is subject to change in accordance with the terms of the agreement, including in response to changes in the Company’s pledged collateral value or outstanding letters of credit under the Credit Revolver. At March 31, 2026, there was \$789 million of availability under the Credit Revolver, based on the value of the pledged collateral and prior to giving effect to outstanding borrowings and letters of credit.

The Credit Revolver provides for the issuance of up to \$150 million of letters of credit, so long as there is sufficient availability for borrowing under the Credit Revolver. At March 31, 2026, the Company had approximately \$37 million of outstanding standby letters of credit issued against the Credit Revolver and \$425 million of outstanding borrowings under the Credit Revolver resulting in a net availability of approximately \$327 million.

Other

The indentures governing the Company's senior notes contain usual and customary nonfinancial covenants, with the 8.500% notes due 2028, 6.375% notes due 2030 and 6.625% notes due 2032 containing additional covenants as described in *Footnote 8 of the Notes to the Consolidated Financial Statements* in the Company's most recent Annual Report on Form 10-K, filed on February 13, 2026.

Weighted average interest rates are as follows:

	Three Months Ended March 31,	
	2026	2025
Total debt	6.9 %	6.0 %
Short-term debt	6.1 %	7.1 %

The fair value of the Company's senior notes are based upon prices of similar instruments in the marketplace and are as follows (in millions):

	March 31, 2026		December 31, 2025	
	Fair Value	Book Value	Fair Value	Book Value
Senior notes	\$ 4,423	\$ 4,538	\$ 4,493	\$ 4,541

The carrying amounts of all other debt approximates fair value.

Footnote 9 —Derivatives

From time to time, the Company enters into derivative transactions to hedge its exposures to interest rate, foreign currency rate and commodity price fluctuations. The Company does not enter into derivative transactions for trading purposes. The Company is not a party to any derivative agreements that require collateral to be posted prior to settlement.

Interest Rate Contracts

The Company manages its fixed and floating rate debt mix using interest rate swaps. The Company may use fixed and floating rate swaps to alter its exposure to the impact of changing interest rates on its consolidated results of operations and future cash outflows for interest. Floating rate swaps would be used, depending on market conditions, to convert the fixed rates of long-term debt into short-term variable rates. Fixed rate swaps would be used to reduce the Company's risk of the possibility of increased interest costs. The settlement of interest rate swaps is included in interest expense, net in the Condensed Consolidated Statements of Operations.

At March 31, 2026, the Company had approximately \$1.00 billion notional amount of interest rate swaps due September 2027 and September 2029 that exchange a fixed rate of interest for a variable rate of interest plus a weighted average spread. These floating rate swaps are designated as fair value hedges against the principal of the 6.375% senior notes due 2027 and the 6.625% senior notes due 2029 for the remaining life of the notes. The effective portion of the fair value gains or losses on these swaps is offset by fair value adjustments in the underlying debt.

Cross-Currency Contracts

The Company uses cross-currency swaps to hedge foreign currency risk on certain financing arrangements. These swaps mature on dates ranging from November 2026 to September 2029, with an aggregate notional amount of \$2.16 billion. Cross-currency swaps totaling \$2.01 billion were designated as net investment hedges of the Company's foreign currency exposure of its net investment in certain Euro-functional currency subsidiaries with Euro-denominated net assets. Under the terms of the swaps, the Company pays fixed or floating interest in Euros and receives fixed or floating interest in U.S. dollar. The Company has elected the spot method to assess hedge effectiveness. During the first quarter of 2026, the Company partially undesignated one cross-currency swap prior to its September 2027 maturity, which had a notional amount of \$112 million.

Also, during the first quarter of 2026, the Company entered into two cross-currency swap agreements with an aggregate notional amount of \$145 million, which mature in February 2027. These swaps are designated as net investment hedges of the Company's foreign currency exposure related to its net investment in certain Hong Kong dollar- and New Zealand dollar-functional currency subsidiaries. Under the terms of these swaps, the Company pays fixed interest in the respective local currencies and receives fixed interest in U.S. dollars.

The Company recognized income of \$7 million and \$9 million during the three months ended March 31, 2026 and 2025, respectively, in interest expense, net, related to the portion of cross-currency swaps excluded from hedge effectiveness testing.

Foreign Currency Contracts

The Company uses forward foreign currency contracts to mitigate the foreign currency exchange rate exposure on the cash flows related to forecasted inventory purchases and sales with maturity dates through December 2026. The derivatives used to hedge these forecasted transactions that meet the criteria for hedge accounting are accounted for as cash flow hedges. The effective portion of the gains or losses on these derivatives is deferred as a component of AOCL until it is recognized in earnings at the same time that the hedged item affects earnings and is included in the same caption (net sales and cost of products sold) in the Company's Condensed Consolidated Statement of Operations as the underlying hedged item. At March 31, 2026, the Company had approximately \$162 million notional amount outstanding of forward foreign currency contracts that are designated as cash flow hedges of forecasted inventory purchases and sales.

The Company also uses foreign currency contracts, primarily forward foreign currency contracts, to mitigate the foreign currency exposure of certain other foreign currency transactions. At March 31, 2026, the Company had approximately \$1.05 billion notional amount outstanding of these foreign currency contracts that are not designated as effective hedges for accounting purposes and have maturity dates through March 2027. Fair market value gains or losses are included in the results of operations and are classified in other expense, net in the Company's Condensed Consolidated Statement of Operations.

Fair Value Measurements of Derivative Instruments

The Company determines the fair value of its derivative instruments using standard pricing models and market-based assumptions for all significant inputs, such as yield curves and quoted spot and forward exchange rates. Accordingly, the Company's derivative instruments are classified as Level 2 of the fair value hierarchy. At March 31, 2026 and December 31, 2025, the fair value of the Company's derivative financial instruments designated as effective hedges were not material by type of instrument, with the exception of cross-currency swaps included in other noncurrent liabilities. At March 31, 2026, the fair value of the derivatives, designated as effective hedges, were recorded in prepaid expenses and other current assets, other accrued liabilities, and other noncurrent liabilities of \$16 million, \$59 million and \$171 million (including cross-currency swaps of \$165 million), respectively. At December 31, 2025, the fair value of the derivatives, designated as effective hedges, were recorded in prepaid expenses and other current assets, other accrued liabilities, and other noncurrent liabilities of \$13 million, \$68 million, and \$196 million (including cross-currency swaps of \$192 million), respectively. The fair value of the Company's derivative financial instruments not designated as effective hedges were not material at March 31, 2026 and December 31, 2025.

The gain or loss activity related to the Company's interest rate swaps and foreign currency contract derivative financial instruments, designated or previously designated as effective hedges, recognized in other comprehensive income (effective portion) were not material to any of the periods presented, except for its cross-currency swaps. The Company recognized gain of \$40 million and loss of \$88 million for the three months ended March 31, 2026 and 2025, respectively.

The amount reclassified from AOCL to income has been presented in *Footnote 2*. The gain or loss activity recognized related to derivatives that are not designated as hedging instruments were not material for the periods presented. Gains and losses on these derivatives are mostly offset by foreign currency movement in the underlying exposure.

At March 31, 2026, net deferred losses to be reclassified to earnings over the next twelve months are not expected to be material.

Footnote 10 — Income Taxes

The Company's effective income tax rates were a benefit of 45.9% and 32.7% for the three months ended March 31, 2026 and 2025, respectively, reflecting a year-over-year decrease in forecasted pretax book income combined with an increase in income tax benefits.

The differences between the U.S. federal statutory income tax rate of 21.0% and the Company's effective income tax rate for the three months ended March 31, 2026 and 2025 were impacted by a variety of factors, primarily resulting from the geographic mix of where the income was earned, as well as certain taxable income inclusion items in the U.S. based on foreign earnings. For the period ended March 31, 2026, these items increased the tax rates more than the prior period due to the lower forecasted pretax book income for 2026 combined with the increase in income tax deductions based on foreign derived earnings resulting from tax law changes associated with the One Big Beautiful Act. In periods where forecasted pretax income is relatively low, the proportional impact of these items on the effective rate may be significant.

During the three months ended March 31, 2025, the Company finalized its amended 2023 U.S. federal income tax return and updated its estimate of the 2024 U.S. federal income tax return. This resulted in an aggregate reduction in current income taxes payable and an increase in deferred tax liabilities of \$31 million.

The Company files numerous consolidated and separate income tax returns in the U.S. federal jurisdiction and various state and foreign jurisdictions. The statute of limitations for the Company's U.S. federal income tax returns has expired for years prior to 2011 and for 2016. With few exceptions, the Company is no longer subject to other income tax examinations for years before 2016.

Other Matters

In July 2024, the Company filed a petition in the U.S. Tax Court disputing a proposed assessment by the Internal Revenue Service ("IRS") of \$80 million in additional taxes and approximately \$34 million in penalties plus additional interest to be calculated upon final settlement, related to the transfer pricing of services performed by certain of the Company's foreign affiliates for the tax years 2011 through 2015. The Company believes it has recorded adequate reserves for any adjustments that may ultimately result. However, if the IRS were to prevail and the final assessment of additional tax, interest and penalties exceeds the Company's current reserves, such outcome could have a material adverse effect on the Company's financial position and results of operations.

Footnote 11 — Weighted Average Shares Outstanding

The basic and diluted weighted average shares outstanding for the three months ended March 31, 2026 and 2025 were 421.6 million and 416.8 million, respectively. For the three months ended March 31, 2026 and 2025, 8.2 million and 5.9 million, respectively, potentially dilutive share-based awards were excluded as their effect would be anti-dilutive.

At March 31, 2026 and 2025, there were no potentially dilutive share awards with performance-based targets that were not met.

Footnote 12 — Share-Based Compensation

During the three months ended March 31, 2026, primarily in connection with its annual grant, the Company granted 3.2 million performance-based restricted stock units ("RSUs"), with an aggregate grant date fair value of \$14 million. These performance-based RSUs entitle the recipients to shares of the Company's common stock and vest approximately at the end of a three-year period, subject to continued employment. The actual number of shares that will ultimately be paid upon vesting is dependent on the level of achievement of the specified performance conditions.

During the three months ended March 31, 2026, primarily in connection with its annual grant, the Company also granted 9.0 million time-based RSUs with an aggregate grant date fair value of \$41 million. These time-based RSUs entitle recipients to shares of the Company's common stock and generally vest in annual installments approximately over a three-year period, subject to continued employment.

Footnote 13 — Segment Information

The Company's three reportable segments are:

Segment	Key Brands	Description of Primary Products
Home and Commercial Solutions	Ball ^(a) , Calphalon, Chesapeake Bay, Crock-Pot, FoodSaver, Mapa, Mr. Coffee, Oster, Rubbermaid, Rubbermaid Commercial Products, Sistema, Spontex, Sunbeam, WoodWick and Yankee Candle	Commercial cleaning and maintenance solutions; closet and garage organization; hygiene systems and material handling solutions; household products, including kitchen appliances; food and home storage products; fresh preserving products; vacuum sealing products; gourmet cookware, bakeware and cutlery and home fragrance products
Learning and Development	Aprica, Dymo, Elmer's, EXPO, Graco, NUK, Paper Mate, Parker, Prismacolor and Sharpie	Baby gear and infant care products; writing instruments, including markers and highlighters, pens and pencils; art products; activity-based products and labeling solutions
Outdoor and Recreation	Bubba, Campingaz, Coleman, Contigo and Marmot	Active lifestyle products for outdoor and outdoor-related activities; technical apparel and on-the-go beverage ware

(a)  and Ball®, TMs of Ball Corporation, used under license.

The President and Chief Executive Officer of the Company, who is the Chief Operating Decision Maker (the "CODM") reviews the businesses as three operating segments: Home and Commercial Solutions, Learning and Development and Outdoor and Recreation. This structure reflects the manner in which the CODM regularly assesses information for decision-making purposes, including the allocation of resources. The Company also provides general corporate services to its segments which is reported as a non-operating segment, Corporate.

The CODM evaluates the segments' operating performance based on segment operating income, defined as net sales minus cost of products sold, segment SG&A (including share-based compensation at target for operating segment employees) and other segment costs. Segment SG&A includes an allocation of center-led corporate functions including the bonus for such corporate functions based on achieving 100% of the respective target. However, any variability in expense from such targets, favorable or unfavorable, is retained at corporate, and would be reflected as a corporate expense. Segment SG&A also does not include any allocation of share-based compensation related to such center-led corporate functions or any adjustments, favorable or unfavorable, between the actual share-based compensation achieved versus the share-based compensation at target for operating segment employees, which items are also reflected in corporate expense. The CODM considers budget-to-current forecast and prior actuals-to-current forecast variances for segment operating income on a periodic basis for evaluating performance of each segment and making decisions about allocating capital and other resources to each segment.

The Company's results by segment are as follows (in millions):

	Three Months Ended March 31, 2026				Three Months Ended March 31, 2025			
	Consolidated	Home and Commercial Solutions	Learning and Development	Outdoor and Recreation	Consolidated	Home and Commercial Solutions	Learning and Development	Outdoor and Recreation
Net sales ^(a)	\$ 1,549	\$ 780	\$ 594	\$ 175	\$ 1,566	\$ 812	\$ 572	\$ 182
Cost of products sold	1,036	564	345	127	1,063	591	334	138
Segment SG&A	412	217	140	55	409	222	139	48
Other segment costs ^(b)	3	2	1	—	3	1	1	1
Segment operating income (loss)	\$ 98	\$ (3)	\$ 108	\$ (7)	\$ 91	\$ (2)	\$ 98	\$ (5)
Corporate expenses ^(c)	64				70			
Operating income	\$ 34				\$ 21			
Interest expense, net	84				72			
Other expense, net	11				4			
Loss before income taxes	\$ (61)				\$ (55)			

(a) All intercompany transactions have been eliminated.

(b) Other segment costs primarily include segment restructuring costs, net (see *Footnote 3* for further information).

- (c) Corporate expenses primarily include costs of operating as a public company, including retained costs of center-led corporate functions and corporate restructuring and restructuring-related costs (see *Footnote 3* for further information). In addition, corporate expense includes all share-based compensation and all adjustments, favorable or unfavorable, between the actual bonus achieved versus the bonus at target for center-led corporate functions, as well as all adjustments, favorable or unfavorable, between the actual share-based compensation achieved versus the share-based compensation at target for operating segment employees.

Depreciation and amortization by segment are as follows (in millions):

	Three Months Ended March 31,	
	2026	2025
Home and Commercial Solutions	\$ 37	\$ 33
Learning and Development	16	16
Outdoor and Recreation	7	7
Corporate	19	19
	\$ 79	\$ 75

Capital expenditures by segment are as follows (in millions):

	Three Months Ended March 31,	
	2026	2025
Home and Commercial Solutions	\$ 16	\$ 14
Learning and Development	6	10
Outdoor and Recreation	4	3
Corporate	11	32
	\$ 37	\$ 59

Assets by segment are as follows at (in millions):

	March 31, 2026	December 31, 2025
Home and Commercial Solutions	\$ 3,753	\$ 3,771
Learning and Development	3,848	3,797
Outdoor and Recreation	563	495
Corporate	2,695	2,652
	\$ 10,859	\$ 10,715

The following table disaggregates net sales^(a) by major product grouping for the periods indicated (in millions):

	Three Months Ended March 31,	
	2026	2025
Commercial	\$ 297	\$ 313
Kitchen	370	376
Home Fragrance	113	123
Home and Commercial Solutions	780	812
Baby	252	238
Writing	342	334
Learning and Development	594	572
Outdoor and Recreation	175	182
	\$ 1,549	\$ 1,566

The following table disaggregates net sales^(a) by geography^(b) for the periods indicated (in millions):

	Three Months Ended March 31, 2026			Three Months Ended March 31, 2025		
	North America	International	TOTAL	North America	International	TOTAL
Home and Commercial Solutions	\$ 481	\$ 299	\$ 780	\$ 510	\$ 302	\$ 812
Learning and Development	431	163	594	418	154	572
Outdoor and Recreation	83	92	175	92	90	182
	<u>\$ 995</u>	<u>\$ 554</u>	<u>\$ 1,549</u>	<u>\$ 1,020</u>	<u>\$ 546</u>	<u>\$ 1,566</u>

(a) All intercompany transactions have been eliminated.

(b) Geographic sales information is based on the region from which the products are shipped and invoiced.

Footnote 14 — Litigation and Contingencies

The Company is subject to various claims and lawsuits in the ordinary course of business, including from time to time, contractual disputes, employment and environmental matters, product and general liability claims, claims that the Company has infringed on the intellectual property rights of others, and consumer and employment class actions. Some of the legal proceedings include claims for punitive as well as compensatory damages. In the ordinary course of business, the Company is also subject to legislative requests, regulatory and governmental examinations, information requests and subpoenas, inquiries, investigations, and threatened legal actions and proceedings. In connection with such formal and informal inquiries, the Company receives numerous requests, subpoenas, and orders for documents, testimony and information in connection with various aspects of its activities.

The Company is party to two certified class actions that relate to the Baby business in its L&D segment, alleging that the Company made misrepresentations in advertising claims with respect to certain products and seeking damages based on a price premium and statutory damages, where applicable, for each product sold. The first case is pending in United States District Court for the Northern District of Illinois. In that case, the district court certified classes for ten states. The second case is pending in the United States District Court for the Northern District of Georgia. In that case, the district court certified classes for three states. For these matters, the Company has determined that a loss is reasonably possible; however, the Company is unable to estimate a range of possible loss due to unresolved questions of fact and law. As the Company does not believe that any loss is probable in either case, the Company has not recorded a reserve for either of these matters. The Company intends to vigorously defend these matters; however, it is possible that an adverse outcome in either matter could be material to the Company's financial results.

As a manufacturer and distributor of consumer products, the Company is subject to product liability claims, in particular with respect to its Baby business in the L&D segment and its Kitchen business in H&CS segment. Although the Company maintains product liability insurance in amounts that it believes are reasonable, that insurance is, in most cases, subject to significant self-insured retentions for which the Company is responsible, and the Company cannot assure that it will be able to maintain such insurance on acceptable terms, if at all, in the future, that product liability claims will not exceed the amount of insurance coverage or that any such losses will not be material.

Environmental Matters

The Company is involved in various matters concerning federal, state and foreign environmental laws and regulations, including matters in which the Company has been identified by the U.S. Environmental Protection Agency ("U.S. EPA") and certain state environmental agencies as a potentially responsible party ("PRP") at contaminated sites under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") and equivalent state laws. In assessing its environmental response costs, the Company has considered several factors, including the extent of the Company's volumetric contribution at each site relative to that of other PRPs; the kind of waste; the terms of existing cost sharing and other applicable agreements; the financial ability of other PRPs to share in the payment of requisite costs; the Company's prior experience with similar sites; environmental studies and cost estimates available to the Company; the effects of inflation on cost estimates; and the extent to which the Company's, and other parties' status as PRPs is disputed.

The Company's estimate of environmental remediation costs associated with these matters at March 31, 2026 was \$32 million which is included in other accrued liabilities and other noncurrent liabilities in the Consolidated Balance

Sheets. No insurance recovery was taken into account in determining the Company's cost estimates or reserves, nor do the Company's cost estimates or reserves reflect any discounting for present value purposes, except with respect to certain long-term operations and maintenance CERCLA matters. Because of the uncertainties associated with environmental investigations and response activities, the possibility that the Company could be identified as a PRP at sites identified in the future that require the incurrence of environmental response costs and the possibility that sites acquired in business combinations may require environmental response costs, actual costs to be incurred by the Company may vary from the Company's estimates.

Lower Passaic River Matter

Over 100 entities, including the Company and its subsidiary, Berol Corporation (together, the "Company Parties"), have been identified as PRPs at the Diamond Alkali Superfund Site (the "Site") pursuant to CERCLA. The Site is divided into four "operable units," and the Company Parties have received notice letters in connection with Operable Unit 4 and Operable Unit 2 (which is geographically subsumed within Operable Unit 4). The U.S. EPA has issued records of decision for Operable Units 2 and 4 with selected remedies that it has estimated to cost approximately \$1.80 billion in the aggregate. In September 2017, the U.S. EPA announced an allocation process involving roughly 80 PRPs, with the intent of offering cash-out settlements to a number of parties. The allocation process has concluded, and the Company Parties were placed in the lowest tier of relative responsibility among allocation parties. On January 31, 2024, U.S. EPA filed a motion to enter a modified consent decree to resolve the liability of the Company Parties and other settlement parties for past and future CERCLA response costs at Operable Unit 2 and Operable Unit 4 ("Consent Decree"), which the court granted on December 18, 2024 (the "Consent Decree Litigation"). The Court's order entering the Consent Decree has been appealed. As of the date of this filing, the Company does not expect that its share of payments toward the Consent Decree, if the Consent Decree is upheld following appellate review, will be material to the Company.

In June 2018, Occidental Chemical Corporation ("OCC"), a New York corporation, sued over 100 parties, including the Company Parties, in the U.S. District Court in New Jersey pursuant to CERCLA, requesting cost recovery, including past and future costs for investigation, design and remediation of Units 2 and 4, as well as contribution and a declaratory judgment (the "OCC Litigation"). The defendants, in turn, filed claims against 42 third-party defendants and counterclaims against OCC. OCC has also stated that it anticipates asserting claims against defendants regarding Newark Bay, which is also part of the Site, after the U.S. EPA has selected the Newark Bay remedy. The OCC Litigation is stayed pending the Court's adjudication of the entry of the Consent Decree. At this time, the Company cannot predict the eventual outcome of the OCC Litigation.

In September 2025, OCC merged with and into an affiliated Texas limited liability company, and the surviving entity changed its name to Occidental Chemical Company, LLC. That entity then executed a divisional merger, splitting into two entities: Environmental Resource Holdings, LLC ("ERH"), and Occidental Chemical Corporation, a Texas corporation ("OCC TX"). Counsel for OCC in the Consent Decree Litigation filed an updated corporate disclosure, asserting that OCC "is now known as Environmental Resource Holdings LLC." On February 6, 2026, 35 companies filed a complaint against OCC TX in the U.S. District Court in New Jersey, alleging that OCC's valuable assets were transferred to OCC TX, not ERH, and requesting a declaratory judgment that OCC TX is jointly and severally liable for OCC's CERCLA liabilities.

In addition, federal trustees, including the U.S. Department of Commerce and Department of the Interior, continue to undertake a Natural Resource Damage Assessment with respect to the Site, having previously identified the Company Parties, along with numerous other entities, as PRPs.

Based on currently known facts and circumstances, the Company does not believe that the Lower Passaic River matter is reasonably likely to have a material impact on the Company's results of operations. However, in the event of one or more adverse determinations related to this matter, including the OCC Litigation and Natural Resource Damage Assessment noted above (for which the Company cannot currently estimate the range of possible losses), it is possible that the ultimate liability resulting from this matter and the impact on the Company's results of operations could be material. Because of the uncertainties associated with environmental investigations and response activities, the possibility that the Company could be identified as a PRP at sites identified in the future that require the incurrence of environmental response costs and the possibility that sites acquired in business combinations may require environmental response costs, actual costs to be incurred by the Company may vary from the Company's estimates.

Tariff Matters

On February 20, 2026, the U.S. Supreme Court ruled that the IEEPA does not authorize the President to impose tariffs, invalidating tariffs imposed in 2025 under that statute ("IEEPA Tariffs"). The ruling did not address the availability, timing or mechanics of any potential refunds related to tariffs previously collected, and the outcome of any related administrative or legal processes remains uncertain. Following the ruling, the U.S. administration implemented new tariffs under alternative statutory authority, including Section 122 of the Trade Act of 1974, which permits temporary import surcharges subject to statutory limits and duration requirements. In April 2026, the U.S. Court of International Trade ("CIT") issued an order for the U.S. Customs and Border Protection ("CBP") to treat the IEEPA Tariffs as unlawful and administer affected import entries accordingly. As a result of the order, the CBP must recalculate duties without the IEEPA tariffs and ensure that importers of record receive the benefit of the Supreme Court ruling in the form of refunds for such amounts paid and interest. The U.S. administration has until June 2026 to appeal that order. During the year 2025, the Company paid approximately \$120 million of IEEPA Tariffs.

The Company is evaluating the impact of the Supreme Court ruling and the subsequent order issued by the CIT, and is monitoring related developments from the CBP regarding its plan to process refunds to importers of record, including the launch on April 20, 2026 of the CBP's Consolidated Administration and Processing of Entries ("CAPE") system for submitting refund claims, as well as the administration's decision on whether or not to appeal the CIT's order. As of March 31, 2026, the Company has not recorded a receivable related to potential refunds for IEEPA Tariffs paid by the Company. The ultimate resolution of this matter, including the administration's decision to appeal the CIT's order, the extent and manner in which costs previously incurred and paid may be recoverable through the CBP, and the timing of any potential recovery remains uncertain.

Other Matters

In the normal course of business and as part of its acquisition and divestiture strategy, the Company may provide certain representations and indemnifications related to legal, environmental, product liability, tax or other types of issues. Based on the nature of these representations and indemnifications, it is not possible to predict the maximum potential payments under all of these agreements due to the conditional nature of the Company's obligations and the unique facts and circumstances involved in each particular agreement. Historically, payments made by the Company under these agreements did not have a material effect on the Company's business, financial condition or results of operations.

In connection with the Company's sale of The United States Playing Card Company ("USPC"), Cartamundi, Inc. and Cartamundi España, S.L., (the "Buyers") have notified the Company of their contention that certain representations and warranties in the Stock Purchase Agreement, dated June 4, 2019, were inaccurate and/or breached, and have sought indemnification to the extent that the Buyers are required to pay related damages arising out of a third party lawsuit that was recently filed against USPC.

Although the Company cannot predict the ultimate outcome of other proceedings with certainty, it believes that the ultimate resolution of the Company's proceedings, including any amounts it may be required to pay in excess of amounts reserved, will not have a material effect on the Company's Consolidated Financial Statements, except as otherwise described in this *Footnote 14*.

At March 31, 2026, the Company had approximately \$49 million in standby letters of credit primarily related to the Company's self-insurance programs, including workers' compensation, product liability and medical expenses.

See *Footnote 10* for information concerning certain proceedings currently pending in the U.S. Tax Court.

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

The following discussion and analysis provides information which management believes is relevant to an assessment and understanding of Newell Brands Inc.'s ("Newell Brands," the "Company," "we," "us" or "our") consolidated financial condition and results of operations. The discussion should be read in conjunction with the accompanying condensed consolidated financial statements and notes thereto.

Forward-Looking Statements

This report contains forward-looking statements within the meaning of the federal securities law. These statements generally can be identified by the use of words such as "intend," "anticipate," "believe," "estimate," "project," "target," "plan," "expect," "setting up," "beginning to," "will," "should," "would," "could," "resume," "are confident that," "remain optimistic that," "seek to," or similar statements. The Company cautions that forward-looking statements are not guarantees because there are inherent difficulties in predicting future results. Actual results may differ materially from those expressed or implied in the forward-looking statements. Important factors that could cause actual results to differ materially from those suggested by the forward-looking statements include, but are not limited to:

- the Company's ability to optimize costs and cash flow and mitigate the impact of soft global demand and retailers' inventory rebalancing through discretionary and overhead spend management, advertising and promotion expense optimization, demand forecast and supply plan adjustments and actions to improve working capital;
- the Company's dependence on the strength of retail and consumer demand and commercial and industrial sectors of the economy in various countries around the world;
- the Company's ability to improve productivity, reduce complexity and streamline operations;
- risks related to the Company's substantial indebtedness and current leverage profile, ability to refinance upcoming revolver and bond maturities on favorable terms, and potential increases in interest rates or changes in the Company's credit ratings including the failure to maintain financial covenants which if breached could subject us to cross-default and acceleration provisions in our debt documents;
- the impact on the Company's operations and financial condition resulting from current global macroeconomic environment, including the impact of tariffs imposed by the U.S. and retaliatory tariffs imposed by foreign countries, and the Company's ability to effectively execute its mitigation plans;
- competition with other manufacturers and distributors of consumer products;
- major retailers' strong bargaining power and consolidation of the Company's customers;
- supply chain and operational disruptions in the markets in which we operate, including as a result of geopolitical and macroeconomic conditions and any global military conflicts including those between Russia and Ukraine and in the Middle East;
- changes in the prices and availability of labor, transportation, raw materials and sourced products, including significant inflation, and the Company's ability to offset cost increases through pricing and productivity in a timely manner;
- the Company's ability to effectively execute its turnaround plan, including the Productivity Plan announced in December 2025 and other restructuring and cost saving initiatives;
- the Company's ability to develop innovative new products, to develop, maintain and strengthen end-user brands and to realize the benefits of increased advertising and promotion spend;
- the risks inherent to the Company's foreign operations, including currency fluctuations, exchange controls and pricing restrictions;
- future events that could adversely affect the value of the Company's assets and/or stock price and require additional impairment charges;
- unexpected costs or expenses associated with dispositions;
- the cost and outcomes of governmental investigations, inspections, lawsuits, legislative requests or other actions by third parties, including but not limited to those described in *Footnote 14* of the *Notes to Unaudited Condensed Consolidated Financial Statements*, the potential outcomes of which could exceed policy limits, to the extent insured;
- the Company's ability to maintain effective internal control over financial reporting;
- risk associated with the use of artificial intelligence in the Company's operations and the Company's ability to properly manage such use;
- a failure or breach of one of the Company's key information technology systems, networks, processes or related controls or those of the Company's service providers;
- the impact of U.S. and foreign regulations on the Company's operations, including environmental remediation costs and legislation and regulatory actions related to product safety, data privacy and climate change;

- the potential inability to attract, retain and motivate key employees;
- changes in tax laws and the resolution of tax contingencies resulting in additional tax liabilities;
- product liability, product recalls or related regulatory actions;
- the Company's ability to protect its intellectual property rights;
- the impact of climate change and the increased focus of governmental and non-governmental organizations and customers on sustainability issues, as well as external expectations related to environmental, social and governance considerations;
- significant increases in the funding obligations related to the Company's pension plans; and
- other factors listed from time to time in our SEC filings, including but not limited to our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and other filings.

The information contained in this Report is as of the date indicated. The Company assumes no obligation to update any forward-looking statements contained in this Report as a result of new information or future events or developments. In addition, there can be no assurance that the Company has correctly identified and assessed all of the factors affecting the Company or that the publicly available and other information the Company receives with respect to these factors is complete or correct.

Overview

Newell Brands Inc. is a leading global consumer goods company with a strong portfolio of well-known brands, including Rubbermaid, Sharpie, Graco, Coleman, Rubbermaid Commercial Products, Yankee Candle, Paper Mate, FoodSaver, Dymo, EXPO, Elmer's, Oster, NUK, Spontex and Campingaz. Newell Brands is focused on delighting consumers by lighting up everyday moments. The Company sells its products in over 150 countries around the world and has operations on the ground in more than 45 of these countries, excluding third-party distributors. The Company has three operating segments: Home and Commercial Solutions ("H&CS"), Learning and Development ("L&D") and Outdoor and Recreation ("O&R").

Business Strategy

The Company continues to execute the strategic priorities identified through its 2023 comprehensive capability assessment. These priorities, grounded in defined "where to play" and "how to win" choices, are intended to drive sustainable improvement in revenue performance, margins and cash flow through a redesigned operating model, targeted talent investments and a culture redesign.

The Company remains in the execution phase of its multi-year transformation. The Company believes that actions taken during 2025 strengthened foundational capabilities across innovation, brand building, productivity and commercial execution, and the Company expects the benefits of these initiatives to continue to phase in over time.

Execution of the Company's strategy continues amid a dynamic operating environment, including shifting consumer preferences, heightened competitive intensity, changes in retailer inventory and promotional behavior, increased adoption of digital and artificial intelligence-enabled tools, macroeconomic and geopolitical volatility, cumulative inflationary pressures on consumers, tariffs imposed by the U.S. in 2025 and 2026 as well as other countries' related retaliatory actions, and an evolving regulatory landscape. The Company continues to deploy mitigation actions, including pricing optimization, productivity initiatives and strategic manufacturing relocations, where appropriate.

The Company's operating focus remains on disciplined execution of its key priorities, including driving top-line improvement over time through product and commercial innovation and brand investment; protecting margins through productivity, procurement savings, overhead management and disciplined reinvestment; further deleveraging the balance sheet; improving cash flow and balance sheet strength through working capital management and capital allocation; and enhancing commercial and operational execution through complexity reduction, technology standardization, Enterprise Resource Planning System (ERP) consolidation, stock-keeping unit (SKU) rationalization and supply chain optimization.

As part of these efforts, in December 2025 the Company announced a global productivity plan (the "Productivity Plan") to further simplify processes, streamline overhead and reallocate resources to higher-value activities, including workforce reductions and retail footprint optimization. Employee separations in the U.S. were mostly executed by the end of 2025, with international actions expected to occur in 2026, subject to applicable local law and consultation

requirements. The Company also closed approximately 20 Yankee Candle stores in the U.S. and Canada in January 2026.

In addition, the Company continues to review its operating footprint and portfolio of non-core brands, which will result in future restructuring and restructuring-related charges.

Recent Developments

Update on Tariffs

In February 2026, the U.S. Supreme Court ruled that the International Emergency Economic Powers Act (“IEEPA”) does not authorize the imposition of tariffs, invalidating tariffs previously imposed under that statute, and in April 2026 the U.S. Court of International Trade issued a related order directing U.S. Customs and Border Protection to administer affected import entries accordingly. The Company is evaluating the impact of these developments, including ongoing administrative and legal processes. See *Footnote 14 of the Notes to Unaudited Condensed Consolidated Financial Statements* for additional information.

The Company continues to operate in a highly uncertain trade environment, with ongoing uncertainty regarding the scope, duration, legal sustainability and potential replacement of current tariffs, as well as the risk of retaliatory actions by other countries. While the Company continues to pursue mitigation actions as necessary with respect to its tariff exposure, including pricing actions, productivity initiatives, sourcing diversification and manufacturing footprint optimization, changes in trade policy, related legal challenges and geopolitical responses could continue to adversely affect the Company’s costs, supply chain and financial results. See *Footnote 1 of the Notes to Unaudited Condensed Consolidated Financial Statements* for additional information.

Geopolitical Conflicts

Global economic conditions continue to be adversely affected by ongoing geopolitical conflicts, including the Russia-Ukraine and the Middle East conflicts. The Company has experienced increased costs for raw materials, transportation, energy, and commodity costs, driven in part by elevated fuel prices and global macroeconomic effects. The continuation or escalation of geopolitical tensions, including the expansion of trade restrictions, sanctions, or other barriers to global trade, could adversely affect the Company by disrupting its supply chain (including changes in prices and availability of transportation, raw materials and sourced products), reducing consumer demand, increasing volatility in foreign exchange rates and financial markets, and contributing to localized or global economic downturns. See “*Results of Operations*” and *Footnote 1 of the Notes to Unaudited Condensed Consolidated Financial Statements* for additional information.

Results of Operations

Three Months Ended March 31, 2026 vs. Three Months Ended March 31, 2025

Consolidated Operating Results

(in millions)	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Net sales	\$ 1,549	\$ 1,566	\$ (17)	(1.1)%
Gross profit	513	503	10	2.0%
Gross margin	33.1 %	32.1 %		
Operating income	34	21	13	61.9%
Operating margin	2.2 %	1.3 %		
Interest expense, net	84	72	12	16.7%
Other expense, net	11	4	7	NM
Loss before income taxes	(61)	(55)	(6)	(10.9)%
Income tax benefit	(28)	(18)	(10)	(55.6)%
Income tax rate	45.9 %	32.7 %		
Net loss	\$ (33)	\$ (37)	\$ 4	10.8%
Diluted loss per share	\$ (0.08)	\$ (0.09)		

NM - NOT MEANINGFUL

Net sales for the three months ended March 31, 2026 decreased approximately 1%. Net sales were unfavorably impacted by continued soft demand, primarily in the H&CS segment. In addition, unfavorable order timing impacted net sales growth during the first quarter of 2026, as certain customers accelerated purchases in the first quarter of 2025, ahead of anticipated tariff impacts and price increases and retailers shifted orders into the second quarter of 2026 primarily in connection with key reset events. These factors were partially offset by product innovation launches and favorable net pricing including a \$25 million contribution from a refinement of estimates related to customer programs, reflecting better claims experience and improved deduction management. Changes in foreign currency favorably impacted net sales by \$42 million, or 3%.

Gross profit increased by approximately \$10 million, or 2% compared to the prior year. Gross margin improved to 33.1% as compared with 32.1% in the prior year. The improvement in gross margin was driven by gross productivity and net pricing actions including the \$25 million contribution related to customer programs discussed above, partially offset by the volume impact of lower sales, higher tariffs and inflation. Changes in foreign currency exchange rates favorably impacted gross profit by \$9 million, or 2%.

Notable items, other than those noted above, impacting operating income for the three months ended March 31, 2026 and 2025 were as follows (in millions):

	Three Months Ended March 31,	
	2026	2025
Restructuring and restructuring-related costs ^{(a) (b)}	\$ 8	\$ 25
Transaction costs and other ^(c)	8	2
	\$ 16	\$ 27

(a) See Footnote 3 of the Notes to Unaudited Condensed Consolidated Financial Statements for further information.

(b) Restructuring-related costs reported in selling, general and administrative expense ("SG&A") for the three months ended March 31, 2026 was \$1 million and primarily related to facility closures associated with previously announced but substantially completed restructuring activities. For the three months ended March 31, 2025, restructuring-related costs reported in cost of products sold and SG&A were \$3

million and \$11 million, respectively, and primarily related to facility closures associated with various discrete initiatives as well as previously announced but substantially completed restructuring activities.

- (c) Transaction and other costs for the three months ended March 31, 2026 primarily related to certain legal proceedings and completed divestitures. Transaction and other costs for the three months ended March 31, 2025 primarily related to hyperinflationary currency movements.

Operating income was \$34 million, compared to \$21 million in the prior year period. The improvement reflects the aforementioned factors related to the increase in gross profit of \$10 million and savings from restructuring actions related to the Productivity Plan, partially offset by \$5 million increase in advertising and promotion spending.

Interest expense, net increased by \$12 million due to higher interest rates. The weighted average interest rates for the three months ended March 31, 2026 and 2025 were approximately 6.9% and 6.0%, respectively. See *Footnote 8 of the Notes to Unaudited Condensed Consolidated Financial Statements* for further information.

Other expense, net for three months ended March 31, 2026 and 2025 includes the following items (in millions):

	Three Months Ended March 31,	
	2026	2025
Foreign exchange losses, net	\$ 8	\$ 1
Discount on factored receivables and other, net	3	3
	<u>\$ 11</u>	<u>\$ 4</u>

The income tax benefit for the three months ended March 31, 2026 was \$28 million as compared to \$18 million for the three months ended March 31, 2025. The Company's effective income tax rates for the three months ended March 31, 2026 and 2025 were a benefit of 45.9% and 32.7% respectively. The change in the tax rate reflects a year over year decrease in forecasted pretax book income for 2026 combined with an increase in income tax benefits. See *Footnote 10 of the Notes to Unaudited Condensed Consolidated Financial Statements* for further information.

Business Segment Operating Results

Home and Commercial Solutions

(in millions)	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Net sales	\$ 780	\$ 812	\$ (32)	(3.9)%
Operating loss	(3)	(2)	(1)	(50.0)%
Operating margin	(0.4)%	(0.2)%		

H&CS net sales for the three months ended March 31, 2026 decreased approximately 4%, reflecting soft demand across all businesses, as well as unfavorable order timing, as certain customers accelerated purchases in the first quarter of 2025 ahead of anticipated tariff impacts and price increases, and retailers shifted orders into the second quarter of 2026, primarily in connection with key reset events. These factors were partially offset by product innovation launches and favorable net pricing including a \$17 million contribution from a refinement of estimates related to customer programs as discussed above. Changes in foreign currency favorably impacted net sales by \$26 million, or approximately 3%.

Operating loss for the three months ended March 31, 2026 was \$3 million as compared to \$2 million in the prior year. The decline in operating results was primarily driven by a \$5 million decrease in gross profit due mainly to lower sales volume and inflation, partially offset by gross productivity and net pricing actions including the \$17 million contribution related to customer programs discussed above. Savings from restructuring actions were partially offset by increased amortization related to a certain tradename that no longer qualified as indefinite-lived intangible asset.

Learning and Development

(in millions)	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Net sales	\$ 594	\$ 572	\$ 22	3.8%
Operating income	108	98	10	10.2%
Operating margin	18.2 %	17.1 %		

L&D net sales for the three months ended March 31, 2026 increased approximately 4%. Net sales increased in both the Baby and the Writing businesses. The increase in the Baby business was primarily driven by improved replenishment orders from major retailers, pricing actions and contributions from product innovation. The increase in Writing business was due to distribution gains and favorable net pricing including a \$7 million contribution from a refinement of estimates related to customer programs as discussed above. Changes in foreign currency favorably impacted net sales by \$11 million, or approximately 2%.

Operating income for the three months ended March 31, 2026 increased to \$108 million as compared to \$98 million in the prior-year period. The increase in operating income was primarily due to higher gross profit of \$11 million, as gross productivity and net pricing actions including the \$7 million contribution related to customer programs discussed above, which were partially offset by inflation and increased advertising and promotion spending.

Outdoor and Recreation

(in millions)	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Net sales	\$ 175	\$ 182	\$ (7)	(3.8)%
Operating loss	(7)	(5)	(2)	(40.0)%
Operating margin	(4.0)%	(2.7)%		

O&R net sales for the three months ended March 31, 2026 decreased approximately 4% reflecting soft demand, partially offset by favorable pricing and contributions from product innovations. Changes in foreign currency favorably impacted net sales by \$5 million, or approximately 3%.

Operating loss for the three months ended March 31, 2026 was \$7 million as compared to \$5 million in the prior-year period. The change in operating performance was due to increased advertising and promotion spending, partially offset by \$4 million improvement in gross profit due to favorable pricing and gross productivity.

Liquidity and Capital Resources

Liquidity

The Company believes the extent of the impact of the rapidly changing retail and consumer landscape, which reflects an increased focus by retailers to rebalance inventory levels, inflationary pressures and uncertainty over the volatility and direction of future demand patterns on the Company's future sales, operating results, cash flows, liquidity and financial condition, will continue to be driven by numerous evolving factors the Company cannot accurately predict and which will vary. The Company has taken actions to further strengthen its financial position and balance sheet, and maintain financial liquidity and flexibility.

The Company believes these actions and its cash generating capability, together with its borrowing capacity and available cash and cash equivalents, provide adequate liquidity, both in the near-term and longer-term, to fund its operations, support its growth platforms, pay down debt and debt maturities as they come due and execute its ongoing business initiatives. The Company regularly assesses its cash requirements and the available sources to fund these needs.

For further information, refer to *Risk Factors in Part I - Item 1A and Recent Developments and Liquidity and Capital Resources in Part II - Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations* of the Company's most recent Annual Report on Form 10-K, filed on February 13, 2026.

At March 31, 2026, the Company had cash and cash equivalents of approximately \$201 million, of which approximately \$157 million was held by the Company's non-U.S. subsidiaries.

Cash, cash equivalents and restricted cash increased (decreased) as follows for the three months ended March 31, 2026 and 2025 (in millions):

	2026	2025	Increase (Decrease)
Cash used in operating activities	\$ (233)	\$ (213)	\$ (20)
Cash used in investing activities	(29)	(27)	(2)
Cash provided by financing activities	286	270	16
Exchange rate effect on cash, cash equivalents and restricted cash	(1)	3	(4)
Increase in cash, cash equivalents and restricted cash	\$ 23	\$ 33	\$ (10)

The Company has historically generated the majority of its operating cash flow in the third and fourth quarters of the year due to seasonal variations in operating results, the timing of annual performance-based compensation payments, customer program payments, working capital requirements and credit terms provided to customers.

Cash Flows from Operating Activities

The change in net cash used in operating activities reflects higher restructuring payment and higher inventory levels driven by planned builds to support anticipated second quarter demand, partially offset by improvement in accounts receivable collections and lower incentive compensation payment.

Cash Flows from Investing Activities

The change in net cash used in investing activities was primarily due to \$22 million decrease in capital expenditures offset by cash used for transactions related to certain hedging instruments.

Cash Flows from Financing Activities

The change in net cash provided by financing activities primarily reflected proceeds from balance sheet hedge settlements and an increase in accounts receivable collections not yet remitted to the financial institution under the Company's receivables factoring arrangements, partially offset by lower borrowings under the Credit Revolver (as defined hereafter) during the current period and higher cash used to settle withholding taxes on vested equity awards. See *Footnotes 1 and 8 of the Notes to Unaudited Condensed Consolidated Financial Statements* for further information on factoring of receivables and Credit Revolver, respectively.

Capital Resources

Credit Revolver

The Company maintains a \$1.00 billion senior secured revolving credit facility (the "Credit Revolver") maturing in August 2027. Under the Credit Revolver, the Company may borrow funds on a variety of interest terms. The Credit Revolver agreement (i) requires the Company to satisfy financial covenants testing the Company's Collateral Coverage Ratio and Total Net Leverage Ratio (each further defined in the Credit Revolver, as amended), (ii) requires the Company and certain of its domestic and foreign subsidiaries (the "Guarantors") to guaranty Company obligations under the Credit Revolver and (iii) requires the Company and other Guarantors to grant a lien and security interest in certain assets consisting of eligible accounts receivables, eligible inventory, eligible equipment and eligible intellectual property, and all products and proceeds of the foregoing, subject to certain limitations.

In accordance with the terms of the Credit Revolver, the Total Net Leverage Ratio covenant is scheduled to decrease as of the last day of the fiscal quarter ending September 30, 2026 and to continue at such level for each fiscal quarter

ending thereafter during the remaining term of the Credit Revolver. The Company's ability to continue to comply with the Total Net Leverage Ratio covenant is dependent upon the Company's future operating and financial performance, which may be affected by economic conditions and other factors beyond our control. A failure to maintain the Company's financial covenants and to subsequently remedy a default would impair its ability to borrow under the Credit Revolver and, absent a waiver of such default by the lenders under the Credit Revolver or an amendment or replacement of the Credit Revolver with alternative financing, potentially subject the Company to cross-default and acceleration provisions in its debt documents, which would have a significant adverse effect on the Company's business, financial condition and operating results. While the Company would pursue refinancing the Credit Revolver with a new or amended borrowing facility should such action be necessary, there can be no assurance regarding the availability of such a new or amended facility on terms favorable to the Company or at all.

Other than outstanding borrowings under the Credit Revolver, availability under the Credit Revolver is subject to change in accordance with the terms of the agreement, including in response to changes in the Company's pledged collateral value or outstanding letters of credit under the Credit Revolver. At March 31, 2026, there was \$789 million of availability under the Credit Revolver, based on the value of the pledged collateral and prior to giving effect to outstanding borrowings and letters of credit.

The Credit Revolver provides for the issuance of up to \$150 million of letters of credit, so long as there is sufficient availability for borrowing under the Credit Revolver. At March 31, 2026, the Company had approximately \$37 million of outstanding standby letters of credit issued against the Credit Revolver and \$425 million of outstanding borrowings under the Credit Revolver resulting in a net availability of approximately \$327 million.

See *Footnote 8 of the Notes to Unaudited Condensed Consolidated Financial Statements* for further information.

The Company was in compliance with all of its debt covenants at March 31, 2026.

Risk Management

From time to time, the Company enters into derivative transactions to hedge its exposures to interest rate, foreign currency rate and commodity price fluctuations. The Company does not enter into derivative transactions for trading purposes.

See *Footnote 9 of the Notes to Unaudited Condensed Consolidated Financial Statements* for further information on the Company's derivative instruments.

Significant Accounting Policies and Critical Estimates

For further information on significant accounting policies and critical estimates, refer to the Company's most recent Annual Report on Form 10-K, filed on February 13, 2026 and *Footnote 1 of the Notes to Unaudited Condensed Consolidated Financial Statements* in this Quarterly Report on Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

There have been no material changes from the information previously reported under *Part II, Item 7A*. in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025.

Item 4. Controls and Procedures

The Company maintains disclosure controls and procedures that are designed to provide reasonable assurance that information which is required to be disclosed by the issuer in the reports that it files or submits under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including its Chief Executive Officer (the "CEO") and Chief Financial Officer (the "CFO"), as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating such controls and procedures, the Company recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives.

As required by Rule 13a-15(b) of the Exchange Act, the Company's management, including the Company's CEO and CFO, have evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the

period covered by this Quarterly Report. Based on that evaluation, the Company's CEO and CFO have concluded that the Company's disclosure controls and procedures were effective as of March 31, 2026.

Changes in Internal Control Over Financial Reporting

There have been no changes in the Company's internal control over financial reporting during the quarter ended March 31, 2026, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Information required under this Item is contained above in *Part I. Financial Information, Item 1* and is incorporated herein by reference.

Item 1A. Risk Factors

There have been no material changes in our risk factors from those disclosed in *Part I, Item 1A.* of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025.

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

Issuer Purchases of Equity Securities

The following table provides information about the Company's purchases of equity securities during the three months ended March 31, 2026:

Calendar Month	Total Number of Shares Purchased ^(a)	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
January	—	\$ —	—	\$ —
February	3,816,506	4.60	—	—
March	—	—	—	—
Total	3,816,506	\$ 4.60	—	

(a) Shares purchased during the three months ended March 31, 2026 were acquired by the Company based on their fair market value on the vesting date in order to satisfy employees' tax withholding and payment obligations in connection with the vesting of awards of restricted stock units.

Item 5. Other Information

None of the Company's directors and officers adopted, modified or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement during the Company's fiscal quarter ended March 31, 2026.

Item 6. Exhibits

Exhibit Number	Description of Exhibit
ITEM 10 — MATERIAL CONTRACTS	
10.1*	Newell Brands Inc. 2026 Long-Term Incentive Plan Terms and Conditions (incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K dated February 13, 2026, File No. 001-09608).
10.2*†	Form of 2026 Restricted Stock Unit Award Agreement under the Newell Brands Inc. 2022 Incentive Plan for Executives.
10.3*†	Form of 2026 Restricted Stock Unit Award Agreement under the Newell Brands Inc. 2022 Incentive Plan for the Chief Executive Officer.
10.4*†	Amended and Restated Newell Brands Inc. Management Bonus Plan, effective January 1, 2026.
ITEM 31 — RULE 13a-14(a)/15d-14(a) CERTIFICATIONS	
31.1†	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) or Rule 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2†	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) or Rule 15d-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
ITEM 32 — SECTION 1350 CERTIFICATIONS	
32.1†	Certification of 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 of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
ITEM 101 — INTERACTIVE DATA FILE	
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Represents management contracts and compensatory plans and arrangements.

† Filed herewith.

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.

NEWELL BRANDS INC.
Registrant

Date: May 1, 2026

/s/ Mark J. Erceg

Mark J. Erceg
Chief Financial Officer

Date: May 1, 2026

/s/ Robert A. Schmidt

Robert A. Schmidt
Chief Accounting Officer

2026 Newell Brands RSU Award – Share Settled

RESTRICTED STOCK UNIT AWARD AGREEMENT (“AGREEMENT”)

A Restricted Stock Unit (“RSU”) Award (the “Award”) granted by Newell Brands Inc., a Delaware corporation (the “Company”), to the employee (the “Grantee”) named in the notice of the Award provided to the Grantee (the “Award Notice”) relating to the common stock, par value \$1.00 per share (the “Common Stock”), of the Company, shall be subject to the following terms and conditions and the provisions of the Newell Brands Inc. 2022 Incentive Plan, a copy of which is provided to the Grantee and the terms of which are hereby incorporated by reference (the “Plan”). Unless otherwise provided herein, capitalized terms of this Agreement shall have the same meanings ascribed to them in the Plan.

1. **Acceptance by Grantee.** Any vesting of the Award and the Grantee’s receipt of shares or cash upon any vesting of the Award are conditioned upon the Grantee’s acceptance of the Award, thereby becoming a party to this Agreement, no later than the day immediately preceding the applicable Vesting Date (as defined below). Any portion of the Award not accepted prior to an applicable Vesting Date shall be immediately forfeited as of such Vesting Date. For the avoidance of doubt, if the Grantee forfeits a portion of the Award by not accepting the Award prior to one or more of the Vesting Dates, the Grantee may still accept the Award with respect to the portion of the Award subject to a future Vesting Date. Notwithstanding anything herein to the contrary, in the event the Grantee dies or becomes disabled (as defined in Section 5, below) prior to a Vesting Date, the Grantee shall be deemed to have accepted the Award on the date of death or disability.

2. **Grant of RSUs.** The Company has granted to the Grantee the Award of RSUs, as set forth in the Award Notice. An RSU is the right, subject to the terms and conditions of the Plan and this Agreement, to receive, as determined by the Company, *either* a payment of a share of Common Stock for each RSU *or* cash equal to the Fair Market Value of a share of Common Stock for each RSU, in either case as of the date of vesting of the Grantee’s Award, *or* a combination thereof, as described in Section 7 of this Agreement. A “**Time-Based RSU**” is an RSU subject only to service-based restrictions on vesting; and a “**Performance-Based RSU**” is an RSU subject to restrictions on vesting based upon the achievement of specific performance goals.

3. **RSU Account.** The Company shall maintain an account (“**RSU Account**”) on its books in the name of the Grantee which shall reflect the number of RSUs awarded to the Grantee pursuant to the Award that have not yet vested or been forfeited pursuant to the terms of this Agreement.

4. **Dividend Equivalents.** Upon the record date of any dividend on Common Stock that occurs during the period commencing on the grant date of the Award set forth in the Award Notice (the “**Award Date**”) and ending on the earlier of the date of vesting of the Grantee’s Award or the date the Grantee’s Award is forfeited as described in Section 5, the Company shall credit the Grantee’s RSU Account with an amount equal in value to the dividends that the Grantee would have received had the Grantee been the actual owner of the number of shares of Common Stock represented by the RSUs in the Grantee’s RSU Account on that record date. Such amounts shall be paid to the Grantee at the time and in the form of payment specified in Section 7. The amount of dividend equivalents payable to the Grantee shall be adjusted to reflect the adjustment made to any related Performance-Based RSUs pursuant to Section 6 (which shall be determined by multiplying such amount by the percentage adjustment made to the related RSUs). Any such dividend equivalents relating to RSUs that are forfeited shall also be forfeited. Any such payments shall be payments of dividend equivalents, and shall not constitute the payments of dividends to the Grantee that would violate the provisions of Section 9 of this Agreement.

Internal

5. Vesting.

(a) Except as described in subsections (b), (c), (d) and (e) below, the Grantee shall become vested in the Award as indicated and described in **Exhibit A**. Each date that the Award or a portion of the Award is scheduled to vest is referred to as a “**Vesting Date**.”

(b) If, prior to a Vesting Date, the Grantee dies or becomes disabled, the portion of the Award then unvested shall become vested on such date of death or disability (with Performance-Based RSUs vesting at target or such greater level as determined by the Committee in its discretion based on projected performance). For purposes of this Agreement, “**disability**” means (as determined by the Committee in its sole discretion) the Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which can be expected to last for a continuous period of not less than twelve (12) months.

(c) If the Grantee’s employment with the Company and all of its affiliates terminates prior to a Vesting Date due to retirement, any unvested Time-Based RSUs and Performance-Based RSUs shall remain outstanding until the applicable Vesting Date, at which time (i) Pro-Rated Time-Based RSUs will vest as provided in **Exhibit A** (as if the Grantee remained employed with the Company or an affiliate until such Vesting Date), (ii) with respect to any Performance-Based RSUs granted less than twelve months prior to retirement, Pro-Rated Performance-Based RSUs will vest as provided in **Exhibit A** (as if the Grantee remained employed with the Company or an affiliate until such Vesting Date) based on the performance criteria applicable to such Pro-Rated Performance-Based RSUs set forth in **Exhibit B** to this Agreement, and (iii) Performance-Based RSUs granted not less than twelve months prior to retirement (which shall not be prorated) will vest as provided in **Exhibit A** (as if the Grantee remained employed with the Company or an affiliate until such Vesting Date) based on the performance criteria applicable to such Performance-Based RSUs set forth in **Exhibit B** to this Agreement. The portion of the Award that does not vest shall be forfeited to the Company.

For purposes of this subsection (c):

(1) “**affiliate**” means each entity with whom the Company would be considered a single employer under Sections 414(b) and 414(c) of the Code, substituting “at least 50%” instead of “at least 80%” in making such determination.

(2) “**retirement**” means any voluntary or involuntary termination of Grantee’s employment (or, in the event that Section 5(e) applies, Board service) with the Company and all of its affiliates (other than an involuntary termination for cause or a termination due to Grantee’s death or disability) at any time after (i) the Grantee has attained the age of fifty-five (55) and (ii) the sum of the Grantee’s age and credited service equals or exceeds sixty-five (65).

(3) “**credited service**” means the Grantee’s period of employment with the Company and all affiliates since the most recent date of hire (including any predecessor company or business acquired by the Company or any affiliate, provided the Grantee was immediately employed by the Company or any affiliate). Age and credited service shall be determined in fully completed years and months, with each month being measured as a continuous period of thirty (30) days.

(4) “**cause**” means the Grantee’s termination of employment due to unsatisfactory performance or conduct detrimental to the Company or its affiliates, as determined solely by the Company.

(5) “**Pro-Rated Time-Based RSUs**” means, with respect to the Time-Based RSUs granted to the Grantee, the portion of the Time-Based RSUs (rounded down to the nearest whole share) determined by dividing the number of days of Grantee’s employment with the Company and all affiliates from the Award Date until the date of termination of Grantee’s employment by the total number of days constituting the vesting period of such award (or the relevant portion thereof).

(6) **“Pro-Rated Performance-Based RSUs”** means, with respect to the applicable Performance-Based RSUs granted to the Grantee, the portion of the Performance-Based RSUs (rounded down to the nearest whole share) determined by dividing the number of days of Grantee’s employment with the Company and all affiliates from the Award Date until the date of termination of Grantee’s employment by the total number of days constituting the vesting period of such award (or the relevant portion thereof).

(d) If the Grantee’s employment with the Company and all of its affiliates terminates prior to a Vesting Date for any reason other than those described in subsections (b), (c) and (e) of this Section 5, the then-unvested portion of the Award shall be forfeited to the Company, automatically upon such termination of the Grantee’s employment, without further action required by the Company, and no portion of the Award shall thereafter vest.

(e) If the Grantee is also a member of the Board of Directors of the Company (the **“Board”**) and the Grantee’s employment with the Company and all of its affiliates terminates before a Vesting Date, but the Grantee remains a Director, the Grantee’s service on the Board will be considered employment with the Company, and the Grantee’s Award will continue to vest while the Grantee’s service on the Board continues. Any subsequent termination of service on the Board will be considered termination of employment and vesting will be determined as of the date of such termination of service; provided, that, to the extent the Grantee would receive more favorable treatment under any of the previous subsections of this Section 5, the Grantee shall be entitled to whichever treatment is more favorable to the Grantee.

(f) *General.*

(1) The foregoing provisions of this Section 5 related to treatment of RSUs shall be subject to the provisions of any written employment or severance agreement that has been or may be executed by the Grantee and the Company or any of its affiliates, or any written severance plan adopted by the Company or any of its affiliates in which the Grantee is a participant, to the extent such provisions provide treatment concerning vesting of an award upon or following a termination of employment that is more favorable to the Grantee than the treatment described in this Section 5, and such more favorable provisions in such agreement or plan shall supersede any inconsistent or contrary provision of this Section 5. For the avoidance of doubt, to the extent any such agreement or plan provides for treatment concerning vesting upon or following a termination of employment that conflicts with the treatment described in this Section 5, the Grantee shall be entitled to the treatment more favorable to the Grantee.

(2) As a condition to receiving benefits upon retirement under this Section 5, the Grantee must sign and return a separation agreement and general release, in the form substantially similar to that required of similarly-situated employees of the Company, within 45 days after the termination of Grantee’s employment and not revoke such release within the time permitted by law (which consideration period and revocation period together may not exceed 60 days following termination of Grantee’s employment). Such release may require repayment of any benefits under this Section 5 if Grantee is later found to have committed acts that would have justified a termination for cause.

6. **Adjustment of Performance-Based RSUs.** The number of RSUs subject to the Award that are Performance-Based RSUs as described in the Award Notice shall be adjusted by the Committee after the end of the applicable performance period in accordance with the performance criteria set forth in **Exhibit B** to this Agreement. Any Performance-Based RSUs that vest in accordance with Section 5(b) prior to the date the Committee determines the level of performance goal achievement applicable to such RSUs shall not be adjusted.

7. **Settlement of Award.** If the Grantee becomes vested in the Award in accordance with Section 5, the Company shall pay to the Grantee, or the Grantee’s personal representative, beneficiary or estate, as applicable, *either* a number of shares of Common Stock equal to the number of vested RSUs and dividend equivalents credited to the Grantee’s RSU Account in respect of such vested RSUs, *or* cash equal to the Fair Market Value of such shares

of Common Stock and dividend equivalents credited to the Grantee's RSU Account in respect of such vested RSUs on the date of vesting, as adjusted in accordance with Section 6, if applicable, or a combination thereof. Such shares and/or cash shall be delivered/paid to the Grantee in a single sum within 30 days following the first of the following to occur on or following the vesting (as determined under Section 409A of the Code) of such RSUs:

(a) The applicable RSU Vesting Date (as defined in **Exhibit A**);

(b) the Grantee's death;

(c) the Grantee's disability;

(d) the Grantee's separation from service, provided that such separation from service occurs within two years following a permissible date of distribution under Section 409A(a)(2)(A)(v) of the Code and the regulations thereunder; or

(e) a Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A)(v) of the Code and the regulations thereunder, and where Section 409A of the Code applies to such distribution, the Grantee is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to this Section 7 as though such Change in Control had not occurred.

8. Withholding Taxes. The Company shall withhold from any payment made to the Grantee in cash an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements. In the case of a payment made in shares of Common Stock, the Grantee shall pay to the Company an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements prior to the delivery of any shares. Payment of such taxes shall be made by directing the Company to withhold a number of shares otherwise issuable pursuant to the Award with a Fair Market Value equal to the tax required to be withheld.

9. Rights as Stockholder. The Grantee shall not be entitled to any of the rights of a stockholder of the Company with respect to the Award, including the right to vote and to receive dividends and other distributions, except when and to the extent the Award is settled in shares of Common Stock.

10. Share Delivery. Delivery of any shares in connection with settlement of the Award will be by book-entry credit to an account in the Grantee's name established by the Company with the Company's transfer agent, or upon written request from the Grantee (or his personal representative, beneficiary or estate, as the case may be), in certificates in the name of the Grantee (or his personal representative, beneficiary or estate).

11. Award Not Transferable. The Award may not be transferred other than by last will and testament or the applicable laws of descent or distribution or pursuant to a valid domestic relations order. The Award shall not otherwise be assigned, transferred, or pledged for any purpose whatsoever and is not subject, in whole or in part, to attachment, execution or levy of any kind. Any attempted assignment, transfer, pledge, or encumbrance of the Award, other than in accordance with its terms, shall be void and of no effect.

12. Administration. The Award shall be administered in accordance with such regulations as the Compensation and Human Capital Committee of the Board of Directors of the Company (or any successor committee) and/or any subcommittee thereof that is duly appointed to administer awards under the Plan (the "**Committee**"), shall from time to time adopt.

13. Section 409A Compliance; Tax Matters.

(a) To the extent applicable, it is intended that this Agreement and the Plan comply with or be exempt from the provisions of Section 409A of the Code. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with or be exempt from Section 409A of the Code (which

amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee). Any reference in this Agreement to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

(b) In the event that any taxes described in Section 8 of this Agreement are due prior to the distribution of shares of Common Stock or cash underlying the RSUs, then the Grantee shall be required to satisfy the tax obligation in cash.

(c) Notwithstanding any provision of this Agreement, the Grantee shall be solely responsible for the tax consequences related to this Award, and neither the Company nor its affiliates shall be responsible if the Award fails to comply with, or be exempt from, Section 409A of the Code.

14. **Restrictive Covenants.**

(a) *Definitions.* The following definitions apply in this Agreement:

(1) **“Confidential Information”** means any information that is not generally known outside the Company relating to any phase of business of the Company, whether existing or foreseeable, including information conceived, discovered or developed by the Grantee. Confidential Information includes, but is not limited to: project files; product designs, drawings, sketches and processes; production characteristics; testing procedures and results thereof; manufacturing methods, processes, techniques and test results; plant layouts, tooling, engineering evaluations and reports; business plans, financial statements and projections; operating forms (including contracts) and procedures; payroll and personnel records; non-public marketing materials, plans and proposals; customer lists and information, and target lists for new clients and information relating to potential clients; software codes and computer programs; training manuals; policy and procedure manuals; raw materials sources, price and cost information; administrative techniques and documents; and any information received by the Company under an obligation of confidentiality to a third party.

(2) **“Trade Secrets”** means any information, including any data, plan, drawing, specification, pattern, procedure, method, computer data, system, program or design, device, list, tool, or compilation, that relates to the present or planned business of the Company and which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means to, other persons who can obtain economic value from their disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain their secrecy. To the extent that the foregoing definition is inconsistent with a definition of “trade secret” under applicable law, the latter definition shall control.

(3) Neither Confidential Information nor Trade Secrets include general skills or knowledge, or skills which the Grantee obtained prior to the Grantee's employment with the Company.

(4) **“Tangible Company Property”** means: documents; reports; drawings; diagrams; summaries; photographs; designs; specifications; formulae; samples; models; research and development information; prototypes; tools; equipment; proposals; files; supplier information; and all other written, printed, graphic or electronically stored matter, as well as computer software, hardware, programs, disks and files, and any supplies, materials or tangible property that concern the Company's business and that come into the Grantee's possession by reason of the Grantee's employment, including, but not limited to, any Confidential Information and Trade Secrets contained in tangible form.

(5) **“Inventions”** means any improvement, discovery, writing, formula or idea (whether or not patentable or subject to copyright protection) relating to the existing or foreseeable business interests of the Company or resulting from any work

performed by the Grantee for the Company. Inventions include, but are not limited to, methods, devices, products, techniques, laboratory and field practices and processes, and improvements thereof and know-how related thereto, as well as any copyrightable materials and any trademark and trade name whether or not subject to trademark protection. Inventions do not include any invention that does not relate to the Company's business or anticipated business or that does not relate to the Grantee's work for the Company and which was developed entirely on the Grantee's own time without the use of Company equipment, supplies, facilities or Confidential Information or Trade Secrets.

(b) Confidentiality

(1) During the Grantee's employment and for a period of five (5) years thereafter, regardless of whether the Grantee's separation is voluntary or involuntary or the reason therefor, the Grantee shall not use any Tangible Company Property, nor any Confidential Information or Trade Secrets, that comes into the Grantee's possession in any way by reason of the Grantee's employment, except for the benefit of the Company in the course of the Grantee's employment by it, and not in competition with or to the detriment of the Company. The Grantee also will not remove any Tangible Company Property from premises owned, used or leased by the Company except as the Grantee's duties shall require and as authorized by the Company, and upon termination of the Grantee's employment, all Confidential Information, Trade Secrets, and Tangible Company Property (including all paper and electronic copies) will be turned over immediately to the Company, and the Grantee shall retain no copies thereof.

(2) During the Grantee's employment and for so long thereafter as such information is not generally known to the public, through no act or fault attributable to the Grantee, the Grantee will maintain all Trade Secrets to which the Grantee has received access while employed by the Company as confidential and as the property of the Company.

(3) The foregoing means that the Grantee will not, without written authority from the Company, use Confidential Information or Trade Secrets for the benefit or purposes of the Grantee or of any third party, or disclose them to others, except as required by the Grantee's employment with the Company or as authorized above.

(4) Nothing in this Agreement prevents the Grantee from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations.

(5) The U.S. Defend Trade Secrets Act of 2016 ("**DTSA**") provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, the DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order.

(c) *Inventions and Designs*

(1) The Grantee will promptly disclose to the Company all Inventions that the Grantee develops, either alone or with others, during the period of the Grantee's employment. All inventions that the Grantee has developed prior to this date have been identified by the Grantee to the Company. The Grantee shall make and maintain adequate and current written records of all Inventions covered by this Agreement. These records shall be and remain the property of the Company.

(2) The Grantee hereby assigns any right and title to any Inventions to the Company.

(3) With respect to Inventions that are copyrightable works, any Invention the Grantee creates will be deemed a "work for hire" created within the scope of the Grantee's employment, and such works and copyright interests therein (and all renewals and extensions thereof) shall belong solely and exclusively to the Company, with the Company having sole right to obtain and hold in its own name copyrights or such other protection as the Company may deem appropriate to the subject matter, and any extensions or renewals thereof. If and to the extent that any such Invention is found not to be a work-for-hire, the Grantee hereby assigns to the Company all right and title to such Invention (including all copyrights and other intellectual property rights therein and all renewals and extensions thereof).

(4) The Grantee agrees to execute all papers and otherwise provide assistance to the Company to enable it to obtain patents, copyrights, trademarks or other legal protection for Inventions in any country during, or after, the period of the Grantee's employment. Such assistance shall include but not be limited to preparation and modification (or both) of patent, copyright or trademark applications, preparation and modification (or both) of any documents related to perfecting the Company's title to the Inventions, and assistance in any litigation which may result or which may become necessary to obtain, assert, or defend the validity of any such patent, copyright or trademark or otherwise relates to such patent, copyright or trademark.

(d) *Non-Solicitation.* Throughout the Grantee's employment and for twelve (12) months thereafter, the Grantee agrees that the Grantee will not directly or indirectly, individually or on behalf of any person or entity, solicit or induce, or assist in any manner in the solicitation or inducement of: (i) employees of the Company, other than those in clerical or secretarial positions, to leave their employment with the Company (this restriction is limited to employees with whom the Grantee has had contact for the purpose of performing the Grantee's job duties and responsibilities, in the countries in which the Grantee was employed or had responsibility for managing in the last 2 years of Grantee's employment); or (ii) customers or actively-sought prospective customers of the Company to purchase from another person or entity products and services that are the same as or similar to those offered and provided by the Company in the last two (2) years of the Grantee's employment ("**Competitive Products**") and about which the Grantee holds Confidential Information or Trade Secrets (this restriction is limited to customers or actively-sought prospective customers with whom the Grantee has material contact through performance of the Grantee's job duties and responsibilities or through otherwise performing services on behalf of the Company, in the countries in which the Grantee was employed or had responsibility for managing in the last 2 years of Grantee's employment).

(e) *Non-Competition.* Throughout the Grantee's employment and for twelve (12) months thereafter, whether terminated for any reason or no reason, Grantee will not perform the same or substantially the same job duties on behalf of a business or organization that competes with any line of business of the Company for which Grantee has provided substantial services; provided, however, that for the purpose of this paragraph "line of business" shall exclude any product line or category that accounts for less than two percent (2%) of the consolidated net sales of the Company or the Grantee's new employer during the last completed fiscal year prior to the termination of employment. Because the Company's business is worldwide in scope, it is reasonable for this restriction to apply in every state in the United States and in every other country in which Competitive Products under such line of business were or are sold or marketed.

Provided, this Non-Competition clause is void and inapplicable to Grantees employed by the Company in the following locations: the State of California, the State of Minnesota, the State of Washington, the District of Columbia, and any other jurisdiction which prohibits non-competition restrictions, as well as to Grantees who were employed by the Company in these jurisdictions after January 1, 2022 regardless of whether or not Grantee continues to live or work in these jurisdictions. Further, the Company will not seek to enforce this Non-Competition clause against Grantees in California in the future, regardless of where the Grantee lived or worked.

(f) *Non-Disparagement.* Throughout the Grantee's employment and for twelve (12) months thereafter, whether terminated for any reason or no reason, the Grantee agrees not to make defamatory, malicious or deliberately untruthful statements regarding the Company or its affiliated companies and its and their officers, directors, and employees, or its and their products, or to otherwise act in any manner that would damage the business reputation of the same. Nothing in this non-disparagement provision is intended to limit the Grantee's ability to provide truthful information to any governmental or regulatory agency or to cooperate with any such agency in any investigation.

(g) *Enforcement.*

(1) The Grantee acknowledges and agrees that: (i) the restrictions provided in this Section 14 of the Agreement are reasonable in time and scope in light of the necessity for the protection of the business and good will of the Company and the consideration provided to the Grantee under this Agreement; and (ii) the Grantee's ability to work and earn a living will not be unreasonably restrained by the application of these restrictions.

(2) The Grantee also recognizes and agrees that should the Grantee fail to comply with the restrictions set forth above, the Company would suffer substantial damage for which there is no adequate remedy at law due to the impossibility of ascertaining exact money damages. The Grantee therefore agrees that in the event of the breach or threatened breach by the Grantee of any of the terms and conditions of Section 14 of this Agreement, the Company shall be entitled, in addition to any other rights or remedies available to it, to institute proceedings in a federal or state court to secure immediate temporary, preliminary and permanent injunctive relief without the posting of a bond. The Grantee additionally agrees that if the Grantee is found to have breached any covenant in this Section 14 of the Agreement, the time period provided for in the particular covenant will not begin to run until after the breach has ended, and the Company will be entitled to recover all costs and attorney fees incurred by it in enforcing this Section 14 of the Agreement.

(3) Grantee may transfer between Newell Brands subsidiaries, Divisions or brands and/or assume different job duties during employment. In that case, these Confidentiality and Non-Solicitation provisions shall automatically be assigned to any other Company employer without any further action by Grantee and without any additional consideration for this Agreement to be enforceable against Grantee by Company.

15. Data Privacy Consent. The Grantee hereby consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement by the Company and its affiliates for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Grantee understands that the Company and its affiliates hold certain personal information about the Grantee, including, but not limited to, name, home address and telephone number, date of birth, Social Security number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Awards or any other entitlement to shares of stock or stock units awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Grantee's favor for the purpose of implementing, managing and administering the Plan ("**Data**"). The Grantee understands that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these

recipients may be located in the Grantee's country or elsewhere and that the recipient country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the local human resources representative. The Grantee authorizes the recipients of Data to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data, as may be required to a broker or other third party with whom the Grantee may elect to deposit any shares or other award acquired under the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. The Grantee understands that the Grantee may, at any time, view Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting the local human resources representative in writing. The Grantee understands that refusing or withdrawing consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of refusing to consent or withdrawing consent, the Grantee understands that the Grantee may contact his or her local human resources representative.

16. Incentive Compensation Recoupment Policy. The Grantee acknowledges and agrees that the terms and conditions set forth in the Company's Executive Compensation Recoupment Policy (as may be amended and restated from time to time, the "Clawback Policy") are incorporated in this Agreement by reference. To the extent the Clawback Policy is applicable to the Grantee, it creates additional rights for the Company with respect to this award of Performance-Based RSUs, if any, shares of Common Stock received upon the settlement of any such Performance-Based RSUs, and other applicable compensation, including, without limitation, annual cash incentive compensation awards granted to the Grantee by the Company. Notwithstanding any provisions in this Agreement to the contrary, any award of Performance-Based RSUs granted under the Plan, shares received upon the settlement of Performance-Based RSUs granted under the Plan, and such other applicable compensation, including, without limitation, annual cash incentive compensation, will be subject to potential mandatory cancellation, forfeiture and/or repayment by the Grantee to the Company to the extent the Grantee is, or in the future becomes, subject to (a) any Company clawback or recoupment policy, including the Clawback Policy, as applicable, and any other policies that are adopted by the Company, whether to comply with the requirements of any applicable laws, rules, regulations, stock exchange listing standards or otherwise, or (b) any applicable laws that impose mandatory clawback or recoupment requirements under the circumstances set forth in such laws, including as required by the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or other applicable laws, rules, regulations or stock exchange listing standards, as may be in effect from time to time, and which may operate to create additional rights for the Company with respect to awards and the recovery of amounts relating thereto. By accepting the Award and pursuant to this Agreement, the Grantee consents to be bound by the terms of the Clawback Policy, if applicable, and agrees and acknowledges that the Grantee is obligated to cooperate with, and provide any and all assistance necessary to, the Company in its efforts to recover or recoup the Performance-Based RSUs and shares of Common Stock received upon the settlement of the Performance-Based RSUs, or any other applicable compensation, including, without limitation, annual cash incentive compensation, that is subject to clawback or recoupment pursuant to such laws, rules, regulations, stock exchange listing standards or Company policy. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from the Grantee of any such amounts, including from the Grantee's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

17. Electronic Delivery. The Grantee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this Award and any other award made or offered under the Plan. The Grantee understands that, unless earlier revoked by the Grantee by giving written notice to the Secretary of the Company, this consent shall be effective for the duration of the Agreement. The Grantee also understands that he or she shall have the right at any time to request that the Company deliver written copies of any and all materials referred to above at no charge. The Grantee hereby

consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature. The Grantee consents and agrees that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan.

18. Governing Law. This Agreement, and the Award, shall be construed, administered and governed in all respects under and by the laws of the State of Delaware. The Grantee agrees to submit to personal jurisdiction in the Delaware federal and state courts, and all suits arising between the Company and the Grantee must be brought in said Delaware courts, which will be the sole and exclusive venue for such claims.

19. Acknowledgment. BY ACCEPTING THE AWARD, THE GRANTEE ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD AND AGREES TO ALL OF THE PROVISIONS OF THIS AGREEMENT, AND THAT THE GRANTEE WAS AFFORDED SUFFICIENT OPPORTUNITY BY THE COMPANY TO OBTAIN INDEPENDENT LEGAL ADVICE AT THE GRANTEE'S EXPENSE PRIOR TO ACCEPTING THE AWARD.

NEWELL BRANDS INC.

By: /s/ Bradford R. Turner

Title: Chief Legal and Administrative Officer and Corporate Secretary

EXHIBIT A – Vesting

This Award may include Time-Based RSUs, Performance-Based RSUs or both. The terms of the vesting of the RSUs issued pursuant to this Agreement are selected below, which may differ from the vesting terms for previous or future RSU awards.

Time-Based RSUs. Except as otherwise set forth in the Agreement, the Grantee shall become vested in his or her Award of Time-Based RSUs as indicated by checkmark below (in each case, the applicable Vesting Date set forth below is an “**RSU Vesting Date**”):

☐ Cliff Vesting:

☐ One-year: Upon the first anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date.

☐ Two-year: Upon the second anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date.

☐ Three-year: Upon the third anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date.

☐ Other _____.

☐ Ratable Vesting:

☐ Two-year: With respect to one-half of the Award of Time-Based RSUs (rounded down to the nearest whole share), on the first anniversary of the Award Date; with respect to the remainder of the Award of Time-Based RSUs, on the second anniversary of the Award Date; in each case if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date.

☐ Three-year: With respect to one-third of the Award of Time-Based RSUs (rounded down to the nearest whole share), on the first anniversary of the Award Date; with respect to one-third of Award of Time-Based RSUs (rounded down to the nearest whole share), on the second anniversary of the Award Date; and with respect to the remainder of the Award of Time-Based RSUs, on the third anniversary of the Award Date; in each case if the Grantee remains in continuous employment with the Company or an affiliate of the Company until each such Vesting Date.

☐ Other:

Performance-Based RSUs. Except as otherwise set forth in the Agreement, the Grantee shall become vested in his or her Award of Performance-Based RSUs as indicated by checkmark below (in each case, the applicable Vesting Date set forth below is an RSU Vesting Date):

☐One-year: Upon the first anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date, to the extent the performance criteria applicable to such Performance-Based RSUs, set forth in **Exhibit B** to this Agreement, are satisfied.

☐Two-year: Upon the second anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date, to the extent the performance criteria applicable to such Performance-Based RSUs, set forth in **Exhibit B** to this Agreement, are satisfied.

☐Three-year: Upon the third anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date, to the extent the performance criteria applicable to such Performance-Based RSUs, set forth in **Exhibit B** to this Agreement, are satisfied.

☐Other:

If there is no selection as to vesting conditions above, then all Time-Based RSUs will be subject to Cliff Vesting, Three-year, and all Performance-Based RSUs will be subject to Three-year vesting as described above.

EXHIBIT B – Performance Conditions for Performance-Based RSUs

2026 Newell Brands RSU Award – Chief Executive Officer – LTIP

RESTRICTED STOCK UNIT AWARD AGREEMENT (“AGREEMENT”)

A Restricted Stock Unit (“**RSU**”) Award (the “**Award**”) granted by Newell Brands Inc., a Delaware corporation (the “**Company**”), to the employee (the “**Grantee**”) named in the notice of the Award provided to the Grantee (the “**Award Notice**”) relating to the common stock, par value \$1.00 per share (the “**Common Stock**”), of the Company, shall be subject to the following terms and conditions and the provisions of the Newell Brands Inc. 2022 Incentive Plan, a copy of which is provided to the Grantee and the terms of which are hereby incorporated by reference (the “**Plan**”). Unless otherwise provided herein, capitalized terms of this Agreement shall have the same meanings ascribed to them in the Plan.

1. Acceptance by Grantee. Any vesting of the Award and the Grantee’s receipt of shares or cash upon any vesting of the Award are conditioned upon the Grantee’s acceptance of the Award, thereby becoming a party to this Agreement, no later than the day immediately preceding the applicable Vesting Date (as defined below). Any portion of the Award not accepted prior to an applicable Vesting Date shall be immediately forfeited as of such Vesting Date. For the avoidance of doubt, if the Grantee forfeits a portion of the Award by not accepting the Award prior to one or more of the Vesting Dates, the Grantee may still accept the Award with respect to the portion of the Award subject to a future Vesting Date. Notwithstanding anything herein to the contrary, in the event the Grantee dies or becomes disabled (as defined in Section 5, below) prior to a Vesting Date, the Grantee shall be deemed to have accepted the Award on the date of death or disability.

2. Grant of RSUs. The Company has granted to the Grantee the Award of RSUs, as set forth in the Award Notice. An RSU is the right, subject to the terms and conditions of the Plan and this Agreement, to receive, as determined by the Company, *either* a payment of a share of Common Stock for each RSU *or* cash equal to the Fair Market Value of a share of Common Stock for each RSU, in either case as of the date of vesting of the Grantee’s Award, *or* a combination thereof, as described in Section 7 of this Agreement. A “**Time-Based RSU**” is an RSU subject only to service-based restrictions on vesting; and a “**Performance-Based RSU**” is an RSU subject to restrictions on vesting based upon the achievement of specific performance goals.

3. RSU Account. The Company shall maintain an account (“**RSU Account**”) on its books in the name of the Grantee which shall reflect the number of RSUs awarded to the Grantee pursuant to the Award that have not yet vested or been forfeited pursuant to the terms of this Agreement.

4. Dividend Equivalents. Upon the record date of any dividend on Common Stock that occurs during the period commencing on the grant date of the Award set forth in the Award Notice (the “**Award Date**”) and ending on the earlier of the date of vesting of the Grantee’s Award or the date the Grantee’s Award is forfeited as described in Section 5, the Company shall credit the Grantee’s RSU Account with an amount equal in value to the dividends that the Grantee would have received had the Grantee been the actual owner of the number of shares of Common Stock represented by the RSUs in the Grantee’s RSU Account on that record date. Such amounts shall be paid to the Grantee at the time and in the form of payment specified in Section 7. The amount of dividend equivalents payable to the Grantee shall be adjusted to reflect the adjustment made to any related Performance-Based RSUs pursuant to Section 6

(which shall be determined by multiplying such amount by the percentage adjustment made to the related RSUs). Any such dividend equivalents relating to RSUs that are forfeited shall also be forfeited. Any such payments shall be payments of dividend equivalents, and shall not constitute the payments of dividends to the Grantee that would violate the provisions of Section 9 of this Agreement.

5. Vesting.

(a) Except as described in subsections (b), (c), (d) and (e) below, the Grantee shall become vested in the Award as indicated and described in Exhibit A. Each date that the Award or a portion of the Award is scheduled to vest is referred to as a “**Vesting Date**.”

(b) If, prior to a Vesting Date, the Grantee dies or becomes disabled, the portion of the Award then unvested shall become vested on such date of death or disability (with Performance-Based RSUs vesting at target or such greater level as determined by the Committee in its discretion based on projected performance). For purposes of this Agreement, “**disability**” means (as determined by the Committee in its sole discretion) the Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which can be expected to last for a continuous period of not less than twelve (12) months.

(c) If the Grantee’s employment with the Company and all of its affiliates terminates prior to a Vesting Date due to retirement or the Grantee is involuntarily terminated by the Company prior to a Vesting Date, other than a termination by the Company for Good Cause or the Grantee’s death or disability, then in either case any unvested RSUs shall remain outstanding until the applicable Vesting Date, at which time the Time-Based RSUs will vest as provided in Exhibit A (as if the Grantee remained employed with the Company or an affiliate until such Vesting Date), and the Performance-Based RSUs will vest as provided in Exhibit A (as if the Grantee remained employed with the Company or an affiliate until such Vesting Date) based on and subject to the performance criteria applicable to such Performance-Based RSUs set forth in Exhibit B to this Agreement.

For purposes of this subsection (c):

(1) “**affiliate**” means each entity with whom the Company would be considered a single employer under Sections 414(b) and 414(c) of the Code, substituting “at least 50%” instead of “at least 80%” in making such determination.

(2) “**retirement**” means any voluntary or involuntary termination of Grantee’s employment (or, in the event that Section 5(e) applies, Board service) with the Company and all of its affiliates at any time after the Grantee has either (i) attained the age of sixty (60) or (ii) attained age fifty-five (55) with ten or more years of credited service, in each case other than an involuntary termination for Good Cause or a termination due to Grantee’s death or disability; provided that in the case of any voluntary termination of employment, Grantee provides not less than ninety (90) days’ advance written notice to the Company and agrees to cooperate with the Company in providing an orderly transition.

(3) “**credited service**” means the Grantee’s period of employment with the Company and all affiliates since the most recent date of hire (including any predecessor company or business acquired by the Company or any affiliate, provided the Grantee was immediately employed by the Company or any affiliate). Age and credited service shall be determined in fully completed years and months, with each month being measured as a continuous period of thirty (30) days.

(4) “**Good Cause**” shall have the meaning assigned to such term by the Newell Brands Inc. Executive Severance Plan as of the Award Date.

(d) If the Grantee’s employment with the Company and all of its affiliates terminates prior to a Vesting Date for any reason other than those described in subsections (b), (c) and (e) of this Section 5, the then-unvested portion of the Award shall be forfeited to the Company, automatically upon such termination of the Grantee’s employment, without further action required by the Company, and no portion of the Award shall thereafter vest.

(e) If the Grantee is also a member of the Board of Directors of the Company (the “**Board**”) and the Grantee’s employment with the Company and all of its affiliates terminates before a Vesting Date, but the Grantee remains a Director, the Grantee’s service on the Board will be considered employment with the Company, and the Grantee’s Award will continue to vest while the Grantee’s service on the Board continues. Any subsequent termination of service on the Board will be considered termination of employment and vesting will be determined as of the date of such termination of service; provided, that, to the extent the Grantee would receive more favorable treatment under any of the previous subsections of this Section 5, the Grantee shall be entitled to whichever treatment is more favorable to the Grantee.

(f) *General.*

(1) The foregoing provisions of this Section 5 related to treatment of RSUs shall be subject to the provisions of any written employment or severance agreement that has been or may be executed by the Grantee and the Company or any of its affiliates, or any written severance plan adopted by the Company or any of its affiliates in which the Grantee is a participant, to the extent such provisions provide treatment concerning vesting of an award upon or following a termination of employment that is more favorable to the Grantee than the treatment described in this Section 5, and such more favorable provisions in such agreement or plan shall supersede any inconsistent or contrary provision of this Section 5. For the avoidance of doubt, to the extent any such agreement or plan provides for treatment concerning vesting upon or following a termination of employment that conflicts with the treatment described in this Section 5, the Grantee shall be entitled to the treatment more favorable to the Grantee.

(2) As a condition to receiving benefits upon retirement under this Section 5, the Grantee must sign and return a separation agreement and general release, in the form substantially similar to that required of similarly-situated employees of the Company, within 45 days after the termination of Grantee’s employment and not revoke such release within the time permitted by law (which consideration period and revocation period together may not exceed 60 days following termination of Grantee’s employment). Such release (i) may require repayment of any benefits under this Section 5 if Grantee is later found to have committed acts that would have justified a termination for cause and (ii) shall include an exception for any claim Grantee may have for indemnification and coverage as an insured under any applicable contract of directors and officers liability insurance or pursuant to the Company’s charter and by-laws or applicable law.

6. **Adjustment of Performance-Based RSUs.** The number of RSUs subject to the Award that are Performance-Based RSUs as described in the Award Notice shall be adjusted by the Committee after the end of the applicable performance period in accordance with the performance criteria set forth in Exhibit B to this Agreement. Any Performance-Based RSUs that vest in accordance with Section 5(b) prior to the date the Committee determines the level of performance goal achievement applicable to such RSUs shall not be adjusted.

7. Settlement of Award. If the Grantee becomes vested in the Award in accordance with Section 5, the Company shall pay to the Grantee, or the Grantee's personal representative, beneficiary or estate, as applicable, *either* a number of shares of Common Stock equal to the number of vested RSUs and dividend equivalents credited to the Grantee's RSU Account in respect of such vested RSUs, *or* cash equal to the Fair Market Value of such shares of Common Stock and dividend equivalents credited to the Grantee's RSU Account in respect of such vested RSUs on the date of vesting, as adjusted in accordance with Section 6, if applicable, *or* a combination thereof. Such shares and/or cash shall be delivered/paid to the Grantee in a single sum within 30 days following the first of the following to occur on or following the vesting (as determined under Section 409A of the Code) of such RSUs:

(a) The applicable RSU Vesting Date (as defined in **Exhibit A**);

(b) the Grantee's death;

(c) the Grantee's disability;

(d) the Grantee's separation from service, provided that such separation from service occurs within two years following a permissible date of distribution under Section 409A(a)(2)(A)(v) of the Code and the regulations thereunder; or

(e) a Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A)(v) of the Code and the regulations thereunder, and where Section 409A of the Code applies to such distribution, the Grantee is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to this Section 7 as though such Change in Control had not occurred.

8. Withholding Taxes. The Company shall withhold from any payment made to the Grantee in cash an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements. In the case of a payment made in shares of Common Stock, the Grantee shall pay to the Company an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements prior to the delivery of any shares. Payment of such taxes shall be made by directing the Company to withhold a number of shares otherwise issuable pursuant to the Award with a Fair Market Value equal to the tax required to be withheld.

9. Rights as Stockholder. The Grantee shall not be entitled to any of the rights of a stockholder of the Company with respect to the Award, including the right to vote and to receive dividends and other distributions, except when and to the extent the Award is settled in shares of Common Stock.

10. Share Delivery. Delivery of any shares in connection with settlement of the Award will be by book-entry credit to an account in the Grantee's name established by the Company with the Company's transfer agent, or upon written request from the Grantee (or his personal representative, beneficiary or estate, as the case may be), in certificates in the name of the Grantee (or his personal representative, beneficiary or estate).

11. Award Not Transferable. The Award may not be transferred other than by last will and testament or the applicable laws of descent or distribution or pursuant to a valid domestic relations order. The Award shall not otherwise be assigned, transferred, or pledged for any purpose whatsoever and is not subject, in whole or in part, to attachment, execution or levy of any kind. Any attempted assignment, transfer, pledge, or encumbrance of the Award, other than in accordance with its terms, shall be void and of no effect.

12. Administration. The Award shall be administered in accordance with such regulations as the Compensation and Human Capital Committee of the Board of Directors of the Company (or any successor committee) and/or any subcommittee thereof that is duly appointed to administer awards under the Plan (the "**Committee**"), shall from time to time adopt.

13. Section 409A Compliance; Tax Matters.

(a) To the extent applicable, it is intended that this Agreement and the Plan comply with or be exempt from the provisions of Section 409A of the Code. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with or be exempt from Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee). Any reference in this Agreement to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

(b) In the event that any taxes described in Section 8 of this Agreement are due prior to the distribution of shares of Common Stock or cash underlying the RSUs, then the Grantee shall be required to satisfy the tax obligation in cash.

(c) Notwithstanding any provision of this Agreement, the Grantee shall be solely responsible for the tax consequences related to this Award, and neither the Company nor its affiliates shall be responsible if the Award fails to comply with, or be exempt from, Section 409A of the Code.

14. Restrictive Covenants.

(a) *Definitions.* The following definitions apply in this Agreement:

(1) "**Confidential Information**" means any information that is not generally known outside the Company relating to any phase of business of the Company, whether existing or foreseeable, including information conceived, discovered or developed by the Grantee. Confidential Information includes, but is not limited to: project files; product designs, drawings, sketches and processes; production characteristics; testing procedures and results thereof; manufacturing methods, processes, techniques and test results; plant layouts, tooling, engineering evaluations and reports; business plans, financial statements and projections; operating forms (including contracts) and procedures; payroll and personnel records; non-public marketing materials, plans and proposals; customer lists and information, and target lists for new clients and information relating to potential clients; software codes and computer programs; training manuals; policy and procedure manuals; raw materials sources, price and cost information; administrative techniques and documents; and any information received by the Company under an obligation of confidentiality to a third party.

(2) "**Trade Secrets**" means any information, including any data, plan, drawing, specification, pattern, procedure, method, computer data, system, program or design, device, list, tool, or compilation, that relates to the present or planned business of the Company and which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means to, other persons who can obtain economic value from their disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain their secrecy.

To the extent that the foregoing definition is inconsistent with a definition of "trade secret" under applicable law, the latter definition shall control.

(3) Neither Confidential Information nor Trade Secrets include general skills or knowledge, or skills which the Grantee obtained prior to the Grantee's employment with the Company.

(4) **"Tangible Company Property"** means: documents; reports; drawings; diagrams; summaries; photographs; designs; specifications; formulae; samples; models; research and development information; prototypes; tools; equipment; proposals; files; supplier information; and all other written, printed, graphic or electronically stored matter, as well as computer software, hardware, programs, disks and files, and any supplies, materials or tangible property that concern the Company's business and that come into the Grantee's possession by reason of the Grantee's employment, including, but not limited to, any Confidential Information and Trade Secrets contained in tangible form.

(5) **"Inventions"** means any improvement, discovery, writing, formula or idea (whether or not patentable or subject to copyright protection) relating to the existing or foreseeable business interests of the Company or resulting from any work performed by the Grantee for the Company. Inventions include, but are not limited to, methods, devices, products, techniques, laboratory and field practices and processes, and improvements thereof and know-how related thereto, as well as any copyrightable materials and any trademark and trade name whether or not subject to trademark protection. Inventions do not include any invention that does not relate to the Company's business or anticipated business or that does not relate to the Grantee's work for the Company and which was developed entirely on the Grantee's own time without the use of Company equipment, supplies, facilities or Confidential Information or Trade Secrets.

(b) *Confidentiality*

(1) During the Grantee's employment and for a period of five (5) years thereafter, regardless of whether the Grantee's separation is voluntary or involuntary or the reason therefor, the Grantee shall not use any Tangible Company Property, nor any Confidential Information or Trade Secrets, that comes into the Grantee's possession in any way by reason of the Grantee's employment, except for the benefit of the Company in the course of the Grantee's employment by it, and not in competition with or to the detriment of the Company. The Grantee also will not remove any Tangible Company Property from premises owned, used or leased by the Company except as the Grantee's duties shall require and as authorized by the Company, and upon termination of the Grantee's employment, all Confidential Information, Trade Secrets, and Tangible Company Property (including all paper and electronic copies) will be turned over immediately to the Company, and the Grantee shall retain no copies thereof.

(2) During the Grantee's employment and for so long thereafter as such information is not generally known to the public, through no act or fault attributable to the Grantee, the Grantee will maintain all Trade Secrets to which the Grantee has received access while employed by the Company as confidential and as the property of the Company.

(3) The foregoing means that the Grantee will not, without written authority from the Company, use Confidential Information or Trade Secrets for the benefit or purposes of the Grantee or of any third party, or disclose them to others,

except as required by the Grantee's employment with the Company or as authorized above.

(4) Nothing in this Agreement prevents the Grantee from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations.

(5) The U.S. Defend Trade Secrets Act of 2016 ("DTSA") provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, the DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order.

(c) *Inventions and Designs*

(1) The Grantee will promptly disclose to the Company all Inventions that the Grantee develops, either alone or with others, during the period of the Grantee's employment. All inventions that the Grantee has developed prior to this date have been identified by the Grantee to the Company. The Grantee shall make and maintain adequate and current written records of all Inventions covered by this Agreement. These records shall be and remain the property of the Company.

(2) The Grantee hereby assigns any right and title to any Inventions to the Company.

(3) With respect to Inventions that are copyrightable works, any Invention the Grantee creates will be deemed a "work for hire" created within the scope of the Grantee's employment, and such works and copyright interests therein (and all renewals and extensions thereof) shall belong solely and exclusively to the Company, with the Company having sole right to obtain and hold in its own name copyrights or such other protection as the Company may deem appropriate to the subject matter, and any extensions or renewals thereof. If and to the extent that any such Invention is found not to be a work-for-hire, the Grantee hereby assigns to the Company all right and title to such Invention (including all copyrights and other intellectual property rights therein and all renewals and extensions thereof).

(4) The Grantee agrees to execute all papers and otherwise provide assistance to the Company to enable it to obtain patents, copyrights, trademarks or other legal protection for Inventions in any country during, or after, the period of the Grantee's employment. Such assistance shall include but not be limited to preparation and modification (or both) of patent, copyright or trademark applications, preparation and modification (or both) of any documents related to perfecting the Company's title to the Inventions, and assistance in any litigation which may result or which may become

necessary to obtain, assert, or defend the validity of any such patent, copyright or trademark or otherwise relates to such patent, copyright or trademark.

(d) Non-Solicitation. Throughout the Grantee's employment and for twelve (12) months thereafter, the Grantee agrees that the Grantee will not directly or indirectly, individually or on behalf of any person or entity, solicit or induce, or assist in any manner in the solicitation or inducement of: (i) employees of the Company, other than those in clerical or secretarial positions, to leave their employment with the Company (this restriction is limited to employees with whom the Grantee has had contact for the purpose of performing the Grantee's job duties and responsibilities, in the countries in which the Grantee was employed or had responsibility for managing in the last 2 years of Grantee's employment); or (ii) customers or actively-sought prospective customers of the Company to purchase from another person or entity products and services that are the same as or similar to those offered and provided by the Company in the last two (2) years of the Grantee's employment ("**Competitive Products**") and about which the Grantee holds Confidential Information or Trade Secrets (this restriction is limited to customers or actively-sought prospective customers with whom the Grantee has material contact through performance of the Grantee's job duties and responsibilities or through otherwise performing services on behalf of the Company, in the countries in which the Grantee was employed or had responsibility for managing in the last 2 years of Grantee's employment).

(e) Non-Competition. Throughout the Grantee's employment and for twelve (12) months thereafter, whether terminated for any reason or no reason, Grantee will not perform the same or substantially the same job duties on behalf of a business or organization that competes with any line of business of the Company for which Grantee has provided substantial services; provided, however, that for the purpose of this paragraph "line of business" shall exclude any product line or category that accounts for less than two percent (2%) of the consolidated net sales of the Company or the Grantee's new employer during the last completed fiscal year prior to the termination of employment. Because the Company's business is worldwide in scope, it is reasonable for this restriction to apply in every state in the United States and in every other country in which Competitive Products under such line of business were or are sold or marketed.

Provided, this Non-Competition clause is void and inapplicable to Grantees employed by the Company in the following locations: the State of California, the State of Minnesota, the State of Washington, the District of Columbia, and any other jurisdiction which prohibits non-competition restrictions, as well as to Grantees who were employed by the Company in these jurisdictions after January 1, 2022 regardless of whether or not Grantee continues to live or work in these jurisdictions. Further, the Company will not seek to enforce this Non-Competition clause against Grantees in California in the future, regardless of where the Grantee lived or worked.

(f) Non-Disparagement. Throughout the Grantee's employment and for twelve (12) months thereafter, whether terminated for any reason or no reason, the Grantee agrees not to make defamatory, malicious or deliberately untruthful statements regarding the Company or its affiliated companies and its and their officers, directors, and employees, or its and their products, or to otherwise act in any manner that would damage the business reputation of the same. Nothing in this non-disparagement provision is intended to limit the Grantee's ability to provide truthful information to any governmental or regulatory agency or to cooperate with any such agency in any investigation.

(g) Enforcement.

(1) The Grantee acknowledges and agrees that: (i) the restrictions provided in this Section 14 of the Agreement are reasonable in time and scope in light of the necessity for the protection of the business and good will of the Company and the consideration provided to the Grantee under this Agreement; and (ii) the Grantee's ability to work and earn a living will not be unreasonably restrained by the application of these restrictions.

(2) The Grantee also recognizes and agrees that should the Grantee fail to comply with the restrictions set forth above, the Company would suffer substantial damage for which there is no adequate remedy at law due to the impossibility of ascertaining exact money damages. The Grantee therefore agrees that in the event of the breach or threatened breach by the Grantee of any of the terms and conditions of Section 14 of this Agreement, the Company shall be entitled, in addition to any other rights or remedies available to it, to institute proceedings in a federal or state court to secure immediate temporary, preliminary and permanent injunctive relief without the posting of a bond. The Grantee additionally agrees that if the Grantee is found to have breached any covenant in this Section 14 of the Agreement, the time period provided for in the particular covenant will not begin to run until after the breach has ended, and the Company will be entitled to recover all costs and attorney fees incurred by it in enforcing this Section 14 of the Agreement.

(3) Grantee may transfer between Newell Brands subsidiaries, Divisions or brands and/or assume different job duties during employment. In that case, these Confidentiality and Non-Solicitation provisions shall automatically be assigned to any other Company employer without any further action by Grantee and without any additional consideration for this Agreement to be enforceable against Grantee by Company.

15. Data Privacy Consent. The Grantee hereby consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement by the Company and its affiliates for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Grantee understands that the Company and its affiliates hold certain personal information about the Grantee, including, but not limited to, name, home address and telephone number, date of birth, Social Security number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Awards or any other entitlement to shares of stock or stock units awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Grantee's favor for the purpose of implementing, managing and administering the Plan ("**Data**"). The Grantee understands that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere and that the recipient country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the local human resources representative. The Grantee authorizes the recipients of Data to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data, as may be required to a broker or other third party with whom the Grantee may elect to deposit any shares or other award acquired under the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. The Grantee understands that the Grantee may, at any time, view Data, request additional information about the storage and processing of the Data, require any necessary amendments

to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting the local human resources representative in writing. The Grantee understands that refusing or withdrawing consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of refusing to consent or withdrawing consent, the Grantee understands that the Grantee may contact his or her local human resources representative.

16. Incentive Compensation Recoupment Policy. The Grantee acknowledges and agrees that the terms and conditions set forth in the Company's Executive Compensation Recoupment Policy (as may be amended and restated from time to time, the "Clawback Policy") are incorporated in this Agreement by reference. To the extent the Clawback Policy is applicable to the Grantee, it creates additional rights for the Company with respect to this award of Performance-Based RSUs, if any, shares of Common Stock received upon the settlement of any such Performance-Based RSUs, and other applicable compensation, including, without limitation, annual cash incentive compensation awards granted to the Grantee by the Company. Notwithstanding any provisions in this Agreement to the contrary, any award of Performance-Based RSUs granted under the Plan, shares received upon the settlement of Performance-Based RSUs granted under the Plan, and such other applicable compensation, including, without limitation, annual cash incentive compensation, will be subject to potential mandatory cancellation, forfeiture and/or repayment by the Grantee to the Company to the extent the Grantee is, or in the future becomes, subject to (a) any Company clawback or recoupment policy, including the Clawback Policy, as applicable, and any other policies that are adopted by the Company, whether to comply with the requirements of any applicable laws, rules, regulations, stock exchange listing standards or otherwise, or (b) any applicable laws that impose mandatory clawback or recoupment requirements under the circumstances set forth in such laws, including as required by the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or other applicable laws, rules, regulations or stock exchange listing standards, as may be in effect from time to time, and which may operate to create additional rights for the Company with respect to awards and the recovery of amounts relating thereto. By accepting the Award and pursuant to this Agreement, the Grantee consents to be bound by the terms of the Clawback Policy, if applicable, and agrees and acknowledges that the Grantee is obligated to cooperate with, and provide any and all assistance necessary to, the Company in its efforts to recover or recoup the Performance-Based RSUs and shares of Common Stock received upon the settlement of the Performance-Based RSUs, or any other applicable compensation, including, without limitation, annual cash incentive compensation, that is subject to clawback or recoupment pursuant to such laws, rules, regulations, stock exchange listing standards or Company policy. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from the Grantee of any such amounts, including from the Grantee's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

17. Electronic Delivery. The Grantee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this Award and any other award made or offered under the Plan. The Grantee understands that, unless earlier revoked by the Grantee by giving written notice to the Secretary of the Company, this consent shall be effective for the duration of the Agreement. The Grantee also understands that he or she shall have the right at any time to request that the Company deliver written copies of any and all materials referred to above at no charge. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature. The Grantee

consents and agrees that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan.

18. Governing Law. This Agreement, and the Award, shall be construed, administered and governed in all respects under and by the laws of the State of Delaware. The Grantee agrees to submit to personal jurisdiction in the Delaware federal and state courts, and all suits arising between the Company and the Grantee must be brought in said Delaware courts, which will be the sole and exclusive venue for such claims.

19. Acknowledgment. BY ACCEPTING THE AWARD, THE GRANTEE ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD AND AGREES TO ALL OF THE PROVISIONS OF THIS AGREEMENT, AND THAT THE GRANTEE WAS AFFORDED SUFFICIENT OPPORTUNITY BY THE COMPANY TO OBTAIN INDEPENDENT LEGAL ADVICE AT THE GRANTEE'S EXPENSE PRIOR TO ACCEPTING THE AWARD.

NEWELL BRANDS INC.

By: /s/ Bradford R. Turner

Title: Chief Legal and Administrative Officer and Corporate Secretary

EXHIBIT A – Vesting

This Award may include Time-Based RSUs, Performance-Based RSUs or both. The terms of the vesting of the RSUs issued pursuant to this Agreement are selected below, which may differ from the vesting terms for previous or future RSU awards.

Time-Based RSUs. Except as otherwise set forth in the Agreement, the Grantee shall become vested in his or her Award of Time-Based RSUs as indicated by checkmark below (in each case, the applicable Vesting Date set forth below is an “**RSU Vesting Date**”):

☐ Cliff Vesting:

☐ One-year: Upon the first anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date.

☐ Two-year: Upon the second anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date.

☐ Three-year: Upon the third anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date.

☐ Other _____.

☒ Ratable Vesting:

☐ Two-year: With respect to one-half of the Award of Time-Based RSUs (rounded down to the nearest whole share), on the first anniversary of the Award Date; with respect to the remainder of the Award of Time-Based RSUs, on the second anniversary of the Award Date; in each case if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date.

☐ Three-year: With respect to one-third of the Award of Time-Based RSUs (rounded down to the nearest whole share), on the first anniversary of the Award Date; with respect to one-third of Award of Time-Based RSUs (rounded down to the nearest whole share), on the second anniversary of the Award Date; and with respect to the remainder of the Award of Time-Based RSUs, on the third anniversary of the Award Date; in each case if the Grantee remains in continuous employment with the Company or an affiliate of the Company until each such Vesting Date.

☒ Other:

If the Award was granted on or prior to February 28, 2026, with respect to one-third of the Award of Time-Based RSUs (rounded down to the nearest whole share), on the first anniversary of the Award Date; with respect to one-third of Award of Time-Based RSUs (rounded down to the nearest whole share), on February 15, 2028; and with respect to

the remainder of the Award of Time-Based RSUs, on February 15, 2029; in each case if the Grantee remains in continuous employment with the Company or an affiliate of the Company until each such Vesting Date.

If the Award was granted after February 28, 2026, with respect to one-third of the Award of Time-Based RSUs (rounded down to the nearest whole share), on the first anniversary of the Award Date; with respect to one-third of Award of Time-Based RSUs (rounded down to the nearest whole share), on the second anniversary of the Award Date; and with respect to the remainder of the Award of Time-Based RSUs, on the third anniversary of the Award Date; in each case if the Grantee remains in continuous employment with the Company or an affiliate of the Company until each such Vesting Date.

Performance-Based RSUs. Except as otherwise set forth in the Agreement, the Grantee shall become vested in his or her Award of Performance-Based RSUs as indicated by checkmark below (in each case, the applicable Vesting Date set forth below is an RSU Vesting Date):

☐ One-year: Upon the first anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date, to the extent the performance criteria applicable to such Performance-Based RSUs, set forth in **Exhibit B** to this Agreement, are satisfied.

☐ Two-year: Upon the second anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date, to the extent the performance criteria applicable to such Performance-Based RSUs, set forth in **Exhibit B** to this Agreement, are satisfied.

☐ Three-year: Upon the third anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date, to the extent the performance criteria applicable to such Performance-Based RSUs, set forth in **Exhibit B** to this Agreement, are satisfied.

☒ Other:

If the Award was granted on or prior to February 28, 2026, on February 15, 2029 if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date, to the extent the performance criteria applicable to such Performance-Based RSUs, set forth in **Exhibit B** to this Agreement, are satisfied.

If the Award was granted after February 28, 2026, upon the third anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate of the Company until such Vesting Date, to the extent the performance criteria applicable to such Performance-Based RSUs, set forth in **Exhibit B** to this Agreement, are satisfied.

If there is no selection as to vesting conditions above, then all Time-Based RSUs will be subject to Cliff Vesting, Three-year, and all Performance-Based RSUs will be subject to Three-year vesting as described above.

EXHIBIT B – Performance Conditions for Performance-Based RSUs

1. Following the completion of the three-year performance period commencing January 1, 2026 and ending December 31, 2028 (the “Performance Period”), the Committee will determine the extent to which each of the Performance Goals related to Annual Adjusted EPS Performance and Free Cash Flow Productivity as described below have been achieved. The total payout percentage applicable to the Award (the “Performance Factor”) shall be the average (rounded to one decimal place) of the applicable payout percentages for these two equally weighted metrics, calculated in accordance with Section 2 and Section 3 of this **Exhibit**; provided, however, that notwithstanding anything else set forth herein to the contrary, the Performance Factor shall not exceed a maximum of one hundred fifty percent (150%) under any circumstances. The number of Performance-Based RSUs subject to the Award will be *multiplied by* the Performance Factor to determine the adjusted number of Restricted Stock Units, and thus the number of shares of Common Stock or amount of cash equivalents, to be issued upon vesting pursuant to each Key Employee’s Performance-Based Restricted Stock Unit grant.

2. Annual Adjusted EPS Performance

- a. The payout percentage for Annual Adjusted EPS Performance shall equal the average of the payout percentages determined for each fiscal year within the Performance Period. The payout percentage applicable to each fiscal year shall be determined in accordance with those Annual Adjusted EPS Performance targets and payout percentages established by the Committee for the Award. The targets and payout percentages for the first year of the Performance Period will be expressed in terms of Adjusted EPS for the full year. The targets and payout percentages for the second and third years of the Performance Period will be expressed in terms of Annual Adjusted EPS Growth Rates.
- b. The “Annual Adjusted EPS Growth Rate” will be the percentage annual increase in Adjusted EPS for each applicable fiscal year of the Performance Period. To calculate the Annual Adjusted EPS Growth Rate, Adjusted EPS for the applicable year shall be measured against the Adjusted EPS for the respective preceding fiscal year.
- c. “Adjusted EPS” is the Company’s reported Earnings Per Share, as determined in accordance with Generally Accepted Accounting Principles, excluding the impact of items which the Company normalizes or adjusts for public reporting (collectively, “Normalized Items”). Normalized Items include restructuring and restructuring-related expenses; costs related to the extinguishment of debt; impairment charges; pension curtailment and settlement charges; gains, losses and expenses associated with the divestiture of a business unit or line of business, costs related to the acquisition, integration and financing of acquired businesses, amortization of acquisition-related intangible assets, certain inflationary adjustments, certain tax benefits and charges and other items normalized or adjusted for public reporting. The Adjusted EPS calculation shall also exclude any unbudgeted transactional and financing costs and incremental interest expense resulting from refinancing a significant portion of the Company’s long-term debt prior to maturity during the Performance Period.

3. Free Cash Flow Productivity

- a. The payout percentage for Free Cash Flow Productivity shall equal the average of the payout percentages determined for each fiscal year within the Performance Period. The payout percentage applicable to each fiscal year shall be determined in accordance with the Free Cash Flow Productivity targets and payout percentages established by the Committee for the Award.
- b. "Free Cash Flow Productivity" is defined as Free Cash Flow divided by Adjusted Net Income for the relevant one-year period, expressed as a percentage.
 - i. "Free Cash Flow" is defined as the Company's reported operating cash flow as determined in accordance with Generally Accepted Accounting Principles, less capital expenditures, subject to the adjustments described below. Free Cash Flow shall exclude the impact of cash costs related to the extinguishment of debt; debt and equity related financing costs; cash tax payments associated with the sale of a business unit or line of business and cash expenditures associated with the acquisition, integration or divestiture of business units or lines of business.
 - ii. "Adjusted Net Income" is defined as the Company's reported net income, as determined in accordance with Generally Accepted Accounting Principles, excluding the impact of Normalized Items, less tax-effected restructuring and restructuring-related cash expenditures.
 - iii. The calculation of Free Cash Flow and Adjusted Net Income shall exclude the impact of other items significantly affecting the calculation of Free Cash Flow Productivity that are not indicative of the Company's core operating results for the relevant period and affect the comparability of underlying results from period to period, as determined by the Committee.
 - iv. In the event that Adjusted Net Income is less than or equal to \$1, it shall be deemed to be \$1 for purposes of calculating Free Cash Flow Productivity.

4. General

- a. The payout percentage for Annual Adjusted EPS Performance and Free Cash Flow Productivity applicable to each year of the Performance Period shall range from a minimum of zero percent (0%) to a maximum of two hundred percent (200%) based on actual performance relative to targets. For any actual performance figure which falls between two defined payment thresholds, the payout shall be determined by straight-line interpolation. Any actual performance figure which falls below the 0% payout level for any performance metric will result in a payout percentage of zero for such metric applicable to that year.
- b. The applicable target(s) or actual performance calculation(s) for annual Adjusted EPS Performance and/or Free Cash Flow Productivity for each year of the Performance Period will be adjusted, fairly and appropriately, to reflect the impact of any of the following events (each, an Adjustment Event") on the Company's results relative to such metric(s) in such year: (i) the divestiture of a business unit or line of

business, taking into account the budgeted or expected results for such business unit or line for any applicable period, unabsorbed overhead resulting from the divestiture, transition service fee recovery and/or the use of proceeds, as applicable; (ii) the acquisition of a business unit or line of business, taking into account the management estimates as communicated to the Board of Directors (or management, as applicable) in support of the acquisition approval request and any related interest expense, share issuance or financing cost; (iii) any change in tax laws or accounting standard enacted during the performance period (and not contemplated in the forecast underlying the targets); (iv) any significant net impact of changes in tariffs or trade policies during the Performance Period (not contemplated in the forecast underlying the targets); (v) any significant translational foreign exchange impact on Adjusted EPS during the Performance Period (not contemplated in the forecast underlying the targets); and/or (vi) any natural disaster, act of God, government act, disease, hostilities or similar force majeure event that significantly affects the Company's performance. The purpose of an adjustment due to the occurrence of Adjustment Event is to keep the probability of achieving the applicable goals substantially the same as if such Adjustment Event had not occurred or had not impacted the Company's results. The amount of any such adjustment shall be approved by the Committee in its good faith determination in accordance with the provisions of this paragraph.

NEWELL BRANDS INC.
AMENDED AND RESTATED MANAGEMENT BONUS PLAN

THE MANAGEMENT BONUS PLAN of Newell Brands Inc., a Delaware corporation ("Newell"), is hereby amended and restated as follows, effective as of January 1, 2026.

RECITALS

WHEREAS, the Compensation and Human Capital Committee (formerly known as the Organizational Development & Compensation Committee) (the "Committee") of the Board of Directors of Newell has been granted the authority under Section 10.1 of the Newell Brands Inc. Management Bonus Plan (the "Plan"), to amend the Plan; and

WHEREAS, the Committee desires to amend and restate the Plan;

NOW, THEREFORE, Newell hereby amends and restates the Plan to read in its entirety as follows, effective January 1, 2026:

1. STATEMENT OF PURPOSE

1.1 Statement of Purpose. The purpose of the Plan is to encourage the creation of shareholder value by establishing a direct link between the achievement of designated Corporate Performance Objectives (as defined below) and the incentive compensation of Participants in the Plan. Participants contribute to the success of Newell and its Affiliates (as defined below) through the application of their skills and experience in fulfilling the responsibilities associated with their positions. Newell and its Affiliates desire to benefit from the contributions of the Participants and to provide an incentive bonus plan that encourages the sustained creation of shareholder value.

2. DEFINITIONS

2.1 Definitions. Capitalized terms used in the Plan shall have the following meanings:

"Affiliate" means any entity that is part of a controlled group of corporations or is under common control with Newell within the meaning of Code Sections 1563(a), 414(b) or 414(c), except that, in making any such determination, fifty percent (50%) shall be substituted for eighty percent (80%) each place it appears under such Code Sections and related regulations.

"Aggregate Corporate Performance Bonus Multiplier" means the percentage(s) from zero percent (0%) to two hundred percent (200%) that applies to determine the Participant's Bonus Award for the Bonus Period and corresponds to the Corporate Performance Objective(s) and/or level(s) of Corporate Performance Objective(s) that must be achieved during the Bonus Period to calculate the Participant's Bonus Award. The Committee shall establish how the Aggregate Corporate Performance Bonus Multiplier shall be determined for purposes of determining the Participant's Bonus Award. If the Aggregate Corporate Performance Bonus Multiplier is to be determined based on the achievement of a single level of a Corporate Performance Objective, the Aggregate Corporate Performance Bonus Multiplier shall be the same as the Corporate

Performance Bonus Multiplier assigned to that single level of Corporate Performance Objective for the Bonus Period. If the Aggregate Corporate Performance Bonus Multiplier is to be determined based on the achievement of more than one Corporate Performance Objective or more than one level of Corporate Performance Objective, the Aggregate Corporate Performance Bonus Multiplier shall equal the sum of those percentages determined by multiplying (i) the Corporate Performance Bonus Multiplier assigned to each separate Corporate Performance Objective or level of Corporate Performance Objective for the Bonus Period by (ii) the Weighting Percentage assigned to that separate Corporate Performance Objective or level of Corporate Performance Objective.

“Beneficiary” means the person or persons designated in writing by the Participant to be the Participant’s Beneficiary. Such designation shall be made in writing by the Participant in the manner prescribed by the Committee. The Participant may change or revoke such designation at any time, only if such change or revocation is made in writing in the manner prescribed by the Committee. If, at the time of the Participant’s death, no Beneficiary has been designated or the designated Beneficiary predeceases the Participant, the Participant’s Beneficiary for purposes of the Plan will be (i) the Participant’s spouse, (ii) if there is no spouse, the Participant’s children, including legally adopted children, in equal shares per stirpes, and (iii) if there is no spouse nor children, the Participant’s estate.

“Bonus Award” means the Bonus Award which can be earned and paid for the Bonus Period to a Participant, which results from multiplying the Participant’s Compensation for the Bonus Period by the product of (i) the Participant’s Target Bonus Percentage and (ii) the Participant’s relevant Corporate Aggregate Performance Bonus Multiplier. Notwithstanding the foregoing, the Committee in its discretion may establish a different methodology from the foregoing to determine the Participant’s Bonus Award for the Bonus Period. The Participant’s Bonus Award may be increased or decreased as the Committee in its sole discretion shall determine based on the Participant’s individual performance or such other factors as the Committee determines to be appropriate.

“Bonus Period” means the period beginning January 1 and ending December 31 of the calendar year in respect of which the Corporate Performance Objectives are measured and the Participants’ Bonus Awards, if any, are to be determined.

“Cause” means (i) the Participant’s willful engagement in misconduct in the performance of Participant’s duties that causes material harm to Newell or any of its Affiliates; (ii) the Participant’s conviction of a criminal violation involving fraud or dishonesty or (iii) the Participant’s unsatisfactory performance or conduct detrimental to Newell or any of its Affiliates, as determined solely by the Committee. Without limiting the generality of the foregoing, the following shall not constitute Cause under clauses (i) and (ii) above: the failure by the Participant and/or Newell to attain financial or other business objectives; any personal or policy disagreement between the Participant and Newell or any of its Affiliates or any member of the Board of Directors of Newell; or any action taken by the Participant in connection with Participant’s duties if the Participant has acted in good faith and in a manner the Participant reasonably believed to be in, and not opposed to, the best interest of Newell and its Affiliates and had no reasonable cause to believe the Participant’s conduct was improper. Notwithstanding anything herein to the contrary, in the event Newell or any Affiliate terminates the employment of a Participant for Cause, as defined in clauses (i) and (ii) only, Newell or the Affiliate shall give the Participant at least thirty (30) days’ prior written notice specifying in detail the reason or reasons for the Participant’s termination.

“CEO” means the Chief Executive Officer of Newell.

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

(i) any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity (other than Newell or a trustee or other fiduciary holding securities under an employee benefit plan of Newell or an Affiliate), or any syndicate or group deemed to be a person under Section 14(d)(2) of the Exchange Act, is or becomes the “beneficial owner” (as defined in Rule 13d-3 of the General Rules and Regulations under the Exchange Act), directly or indirectly, of securities of Newell representing twenty-five percent (25%) or more of the combined voting power of Newell’s then outstanding securities entitled to vote generally in the election of directors;

(ii) Newell is party to a merger, consolidation, reorganization or other similar transaction with another corporation or other legal person unless, following such transaction, more than fifty percent (50%) of the combined voting power of the outstanding securities of the surviving, resulting or acquiring corporation or person or its parent entity entitled to vote generally in the election of directors (or persons performing similar functions) is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners of Newell’s outstanding securities entitled to vote generally in the election of directors immediately prior to such transaction, in substantially the same proportions as their ownership, immediately prior to such transaction, of Newell’s outstanding securities entitled to vote generally in the election of directors;

(iii) Newell sells all or substantially all of its business and/or assets to another corporation or other legal person unless, following such sale, more than fifty percent (50%) of the combined voting power of the outstanding securities of the acquiring corporation or person or its parent entity entitled to vote generally in the election of directors (or persons performing similar functions) is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners of Newell’s outstanding securities entitled to vote generally in the election of directors immediately prior to such sale, in substantially the same proportions as their ownership, immediately prior to such sale, of Newell’s outstanding securities entitled to vote generally in the election of directors; or

(iv) during any period of two (2) consecutive years or less, individuals who, (A) at the beginning of such period constituted the Board of Directors of Newell (collectively, the “Board” and individually, a “Director”) (and any new Directors, whose appointment or election by the Board or nomination for election by Newell’s stockholders was approved by a vote of at least two-thirds (2/3) of the Directors then still in office who either were Directors at the beginning of the period or whose appointment, election, or nomination for election was so approved) and (B) have not in the interim during such period ceased their service as a Director for any duration (without reappointment to the Board as a new Director whose appointment or election was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the period and throughout such interim period or whose appointment, election or nomination for election was so approved), cease for any reason to constitute a majority of the Board.

“Code” means the Internal Revenue Code of 1986, as amended.

“Committee” means the Compensation and Human Capital Committee of the Board of Directors of Newell or a successor committee thereto or duly authorized sub-committee thereof. The Committee shall administer the Plan.

“Compensation” means the Participant’s actual base salary or wages earned during the Bonus Period, excluding incentive payments, salary continuation, bonuses, income from equity

awards, stock options, restricted stock, restricted stock units, deferred compensation, commissions, and any other forms of compensation over and above the Participant's actual base salary or wages earned during the Bonus Period.

"Corporate Performance Bonus Multiplier" means the percentage(s) from zero percent (0%) to two hundred percent (200%) that applies to each separate Corporate Performance Objective or separate level of Corporate Performance Objective used to determine the Participant's Bonus Award for the Bonus Period, if any. The Committee shall establish the Corporate Performance Bonus Multiplier that corresponds to each Corporate Performance Objective or different level of Corporate Performance Objective that must be achieved during the Bonus Period to calculate the Participant's Bonus Award.

"Corporate Performance Objectives" means any quantitative business criteria established by the Committee to determine the Participant's Bonus Award payout.

"Executive Officers" means the Employees or Participants who are the executive officers of Newell, as defined under the Exchange Act.

"Disability" has the same definition as under any employment or service agreement between the Employer and the Participant or, if no such employment or service agreement exists or if such employment or service agreement does not contain any such definition, Disability means where the Participant is "disabled" or has incurred a "disability" in accordance with the policies of the Employer that employs the Participant in effect at the applicable time (not counting any short-term disability).

"Distribution" means the payment of the Bonus Award under the Plan.

"Distribution Date" means the date on which the Distribution occurs.

"Effective Date" means January 1, 2026.

"Employee" means a common law employee of an Employer who is classified as "exempt" on the Employer's payroll, personnel or tax records. A common law employee of an Employer only includes an individual who renders personal services to the Employer and who, in accordance with the established payroll, accounting and personnel policies of the Employer, is characterized by the Employer as an "exempt" common law employee. An Employee does not include (i) any person whom the Employer has identified on its payroll, personnel or tax records as an independent contractor or (ii) any person who has acknowledged in writing to the Employer that such person is an independent contractor, whether or not in case of both (i) and (ii) a court, the Internal Revenue Service or any other authority ultimately determines such classification to be correct or incorrect as a matter of law or (iii) any person who is classified other than as "exempt" on the Employer's payroll, personnel or tax records.

"Employer" means Newell and any Affiliate of Newell who employs one or more Employees.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Newell" means Newell Brands Inc., a Delaware corporation, and any successor thereto.

"Participant" means an Employee of an Employer who is selected by the Committee to participate in the Plan.

"Plan" means this Newell Brands Inc. Management Bonus Plan, in its current form and as it may be hereafter amended.

"Retirement" means any voluntary or involuntary termination of the Participant's employment with all Employers (other than an involuntary termination for Cause or a termination due to Grantee's death or Disability) at any time after (i) the Participant has attained the age of fifty-five (55) and (ii) the sum of the Participant's age and Years of Service equals or exceeds sixty-five (65).

"Target Bonus Percentage" means, if applicable, the percentage of the Participant's Compensation that will be earned as a Bonus Award where the Corporate Performance Objectives that are achieved for the Bonus Period result in an Aggregate Corporate Performance Bonus Multiplier of one hundred percent (100%). The Target Bonus Percentage for each Participant shall be established consistent with the Participant's position in the Employer's compensation structure.

"Weighting Percentage" means the percentage from one percent (1%) to one hundred percent (100%) assigned by the Committee to each separate Corporate Performance Objective or separate level of Corporate Performance Objective to be achieved to determine the Participant's Bonus Award for the Bonus Period. In no event may the sum of the Weighting Percentages assigned to the Corporate Performance Objectives and levels of Corporate Performance Objectives to be achieved for the Bonus Period to calculate the Participant's Bonus Award exceed one hundred percent (100%) for either such determination.

"Years of Service" means the Participant's period of employment with Newell and its Affiliates from Participant's most recent date of hire (including any predecessor company or business acquired by Newell or any Affiliate, provided the Participant was immediately employed by Newell or an Affiliate), determined in fully completed years.

3. ADMINISTRATION OF THE PLAN

3.1 **Administration of the Plan.** The Committee shall be the administrator of the Plan and shall have full authority to formulate adjustments and make interpretations under the Plan as it deems appropriate. The Committee in its sole discretion may appoint one or more individuals who are not members of the Board of Directors of Newell or the Committee to administer the Plan on its behalf, except that the Committee remains responsible to approve all aspects of the Plan that may affect Bonus Awards with respect to Executive Officers. The Committee shall also be empowered to make any and all of the determinations not herein specifically authorized which may be necessary or desirable for the effective administration of the Plan. Any decision or interpretation of any provision of this Plan adopted by the Committee or its appointees shall be final, binding and conclusive on all parties. Benefits under this Plan shall be paid only if the Committee or its appointee determines, in its sole discretion, that the Participant or Beneficiary is entitled to them. None of the members of the Committee or its appointees shall be liable for any act done or not done in good faith with respect to this Plan. Newell shall bear all expenses of administering this Plan.

4. ELIGIBILITY

4.1 **Establishing Participation.** Each Employee whose position in the Employer's compensation structure entitles him or her to participate in the Plan shall participate in the Plan for the applicable Bonus Period, including any such eligible Employee hired after the commencement of the Bonus Period and prior to October 1st of the Bonus Period. Notwithstanding the foregoing, except as approved by the Committee, Employees hired on or after October 1st of the Bonus Period shall not be eligible to participate in the Plan for that Bonus Period. Any Employee promoted during the Bonus Period may participate in the Plan in accordance with such Employee's status for the relevant portion of the Bonus Period.

5. AMOUNT OF BONUS AWARDS

5.1 Establishment of Bonuses.

(a) Establishment of Bonus Awards. The Committee shall establish, for each Participant, the Participant's (i) Target Bonus Percentage, if any, (ii) the Corporate Performance Objective(s) and level(s) of Corporate Performance Objectives that must be achieved to determine the Participant's Bonus Award and (iii) the Aggregate Corporate Performance Bonus Multiplier that will apply to determine the Participant's Bonus Award for the Bonus Period.

(b) Time and Manner of Establishment. The Corporate Performance Objectives and levels of Corporate Performance Objectives to be achieved must take into account and be calculated with respect to the full accrual and payment of the Bonus Awards to be paid under the Plan. Each Participant's (i) Target Bonus Percentage, (ii) Corporate Performance Objective(s) and level(s) of Corporate Performance Objective to be achieved, and (iii) Corporate Performance Bonus Multiplier that corresponds to each Corporate Performance Objective or level of Corporate Performance Objective to be achieved (collectively, "Bonus Metrics") will be established in writing no later than ninety (90) days after the beginning of the Bonus Period to which they relate; provided that the Committee retains the discretion to postpone the determination of any Bonus Metrics to a later date or to amend any previously approved Bonus Metrics at any time prior to the end of the Bonus Period. The Corporate Performance Objectives may not include solely the mere continued employment of the Participant, although Bonus Awards may become payable contingent on the Participant's continued employment in addition to Corporate Performance Objectives or levels of Corporate Performance Objectives. If there are separate Corporate Performance Objectives and/or separate levels of Corporate Performance Objectives that will apply to determine any aspect of a Participant's Bonus Award, the Committee shall assign the Corporate Performance Bonus Multiplier and Weighting Percentage to be used for each separate Corporate Performance Objective and/or separate level of Corporate Performance Objective, and the Participant's Aggregate Corporate Performance Bonus Multiplier shall be the sum of the products of (A) each Corporate Performance Bonus Multiplier assigned to the separate Corporate Performance Objective or separate level of Corporate Performance Objective that must be achieved for the Bonus Period multiplied by (B) the Weighting Percentage the Committee assigned to that separate Corporate Performance Objective or separate level of Corporate Performance Objective. To the extent actual performance falls between two Corporate Performance Bonus Multipliers assigned to the separate Corporate Performance Objective or separate level of Corporate Performance Objective that must be achieved for the Bonus Period, the Corporate Performance Bonus Multiplier for that Corporate Performance Objective or level of Corporate Performance Objective shall be determined by straight line interpolation between the two Corporate Performance Bonus Multipliers.

5.2 Calculation of Bonus Awards.

(a) Timing of the Calculation. The calculations necessary to determine the Bonus Awards for the Bonus Period shall be made no later than the fifteenth day of the third month following the end of the Bonus Period for which the Bonus Awards are to be calculated. Such calculation shall be carried out in accordance with this Section 5.2.

(b) Calculations. Following the end of the Bonus Period, each Participant's Bonus Award, if any, shall be calculated based on the performance achieved for the Bonus Period. The Participant's Bonus Award for the Bonus Period may be increased or decreased as

the Committee in its sole discretion shall determine based on individual performance or such other factors as the Committee determines to be appropriate.

(c) Determination. For purposes of the Bonus Awards, the Committee shall determine whether and to what extent the Corporate Performance Objectives or levels of Corporate Performance Objectives have been achieved.

6. PAYMENT OF AWARDS

6.1 Eligibility for Payment. Except as otherwise set forth in Sections 7.1, 8.1 or 9.11 of this Plan or as the Committee may otherwise approve, Bonus Awards shall not be paid to any Participant who is not employed by an Employer on the last day of the Bonus Period with respect to which the Bonus Award has been determined, or any such later date on or before the date of the relevant Bonus Award payment as determined by the Committee and communicated to Participants, and a Participant who terminates employment with all Employers prior to such date shall not be eligible to receive any Distribution for (i) the relevant Bonus Period or (ii) any future Bonus Periods. Additionally, notwithstanding any other provision of the Plan, no Bonus Awards shall be paid to any Participant on and after the time the Participant is notified by the Employer that the Participant's employment is to be terminated involuntarily for Cause, whether the Bonus Award is payable with respect to any completed Bonus Period, the Bonus Period in which the Participant's employment is terminated or any future Bonus Period.

6.2 Timing of Payment. Any Distribution to be paid for a Bonus Period shall be paid no later than the 15th day of the third month following the end of the Bonus Period.

6.3 Payment of Award. The amount of the Bonus Award to be paid pursuant to this Section 6 to a Participant shall be paid in one lump sum cash payment by the Employer. If the Participant dies before payment of the Bonus Award, the Bonus Award, to the extent still payable, shall be paid to the Participant's Beneficiary.

6.4 Taxes; Withholding. To the extent required by law, the Employer shall withhold from all Distributions made hereunder any amount required to be withheld by Federal and state or local government or other applicable laws. Each Participant shall be responsible for satisfying in cash or cash equivalent acceptable to the Committee any income and employment tax withholdings applicable to any Distribution to the Participant under the Plan.

7. CHANGE IN CONTROL

7.1 Effect of Change in Control. If a Change in Control occurs, subject to Section 9.11 of the Plan, (i) Bonus Awards with respect to any Bonus Period that ended prior to the Change in Control shall be determined based on actual business results achieved for the Bonus Period, and (ii) Bonus Awards with respect to the Bonus Period in which the Change in Control occurs shall be determined assuming the achievement of each applicable Corporate Performance Objective or level of Corporate Performance Objective at the target level of achievement for the Bonus Period, except that (i) the Bonus Award for the Bonus Period that includes the Change in Control shall be based solely upon the Participant's Compensation for that Bonus Period through the date of the Change in Control and (ii) in case of Bonus Awards for any completed Bonus Period and the Bonus Period in which the Change in Control occurs, (A) the Committee shall not exercise any discretion to decrease the Participant's Bonus Award and (B) the Participant need no longer remain employed with Newell and its Affiliates on or after the Change in Control. After a Change in Control, Bonus Awards for any completed Bonus Period shall be paid at the normal time of the bonus payout but in no event later than the 15th day of the third month following the end of the Bonus Period. Bonus Awards for the Bonus

Period that includes the Change in Control shall be paid no later than the 15th day of the third month following the date of the Change in Control.

8. TERMINATION OF EMPLOYMENT

8.1 Payment after Death, Disability and Retirement. If before a Change in Control occurs the Participant's employment with all Employers is terminated during the Bonus Period on account of the Participant's death, Disability or Retirement, subject to Section 9.11 of the Plan, the Participant shall be entitled to receive for the Bonus Period that includes the date of the Participant's death, Disability or Retirement, the Bonus Award that would result based on actual business results for the entire Bonus Period, taking into account the Corporate Performance Objectives and levels of Corporate Performance Objectives achieved during the Bonus Period, calculated on the same basis as other similarly-situated Participants, except that the Bonus Award for that Bonus Period shall be based solely upon the Participant's Compensation for that Bonus Period through the time of Participant's death, Disability or Retirement. Each Participant described herein also shall be entitled to receive any Bonus Award payable for any Bonus Period that ended before the Participant's death, Disability or Retirement, on the same basis as the Bonus Award for the Bonus Period that includes the date of the Participant's death, Disability or Retirement. Such Bonus Awards shall be paid at the normal time of the bonus payout as if the Participant had remained employed but in no event later than the 15th day of the third month following the end of the Bonus Period.

8.2 Payment after Termination of Employment Other Than on Account of Death, Disability or Retirement. If before a Change in Control occurs the Participant's employment with all Employers is terminated during the Bonus Period (or prior to such later date on or before the date of payment as designated by the Committee for the applicable Bonus Award under Section 6.1) other than on account of the Participant's death, Disability or Retirement, subject to Section 9.11 of the Plan, the Participant shall not be entitled to receive a Bonus Award for such Bonus Period, unless the Committee specifically approves otherwise. The Committee has the discretion to pay the Participant's Bonus Award that would result based on actual business results for the entire Bonus Period (based solely upon the Participant's Compensation for that Bonus Period through the time of Participant's termination of employment), or any portion thereof, notwithstanding the termination of the Participant's employment during the Bonus Period (or prior to such later date on or before the date of payment as designated by the Committee for the applicable Bonus Award under Section 6.1) other than on account of the Participant's death, Disability or Retirement.

9. MISCELLANEOUS

9.1 Unsecured General Creditor. Participants and their beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests, or other claim in any property or assets of the Employer. Any and all assets shall remain general, unpledged, unrestricted assets of the Employer. The Employer's obligation under the Plan shall be that of an unfunded and unsecured promise to pay cash in the future, and there shall be no obligation to establish any fund, any security or any other restricted asset in order to provide for the payment of amounts under the Plan.

9.2 Obligations to the Employer. If a Participant becomes entitled to a Distribution under the Plan, and, if, at the time of the Distribution, such Participant has outstanding any debt, obligation or other liability representing an amount owed to any Employer, then the Employer may offset such amounts owing to it or any other Employer against the amount of any Distribution. Such determination shall be made by the Committee. Any election by the

Committee not to reduce any Distribution payable to a Participant shall not constitute a waiver of any claim for any outstanding debt, obligation, or other liability representing an amount owed to the Employer.

9.3 Nonassignability. Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are, expressly declared to be unassignable and nontransferable. No part of a Distribution, prior to actual Distribution, shall be subject to seizure or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant or any other person, nor shall it be transferable by operation of law in the event of the Participant's or any other persons bankruptcy or insolvency, except as set forth in Section 9.2 above.

9.4 Employment or Future Pay or Compensation Not Guaranteed. Nothing contained in this Plan nor any action taken hereunder shall be construed as a contract of employment or as giving any Participant or any former Participant any right to be retained in the employ of an Employer or receive or continue to receive any rate of pay or other compensation, nor shall it interfere in any way with the right of an Employer to terminate the Participant's employment at any time without assigning a reason therefore.

9.5 Gender, Singular and Plural. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, as the identity of the person or persons may require. As the context may require, the singular may be read as the plural and the plural as the singular.

9.6 Captions. The captions to the articles, sections, and paragraphs of this Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

9.7 Applicable Law. This Plan shall be governed and construed in accordance with the laws of the State of Delaware.

9.8 Validity. In the event any provision of the Plan is held invalid, void, or unenforceable, the same shall not affect, in any respect whatsoever, the validity of any other provision of the Plan.

9.9 Notice. Any notice or filing required or permitted to be given to the Committee shall be sufficient if in writing and hand delivered, or sent by registered or certified mail, to the principal office of Newell, directed to the attention of the Committee. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification.

9.10 Compliance. No Distribution shall be made hereunder except in compliance with all applicable laws and regulations (including, without limitation, withholding tax requirements), any listing agreement with any stock exchange to which Newell is a party, and the rules of all domestic stock exchanges on which Newell's shares of capital stock may be listed. The Committee shall have the right to rely on an opinion of its or Newell's counsel as to such compliance. No Distribution shall be made hereunder unless the Employer has obtained such consent or approval as the Employer may deem advisable from regulatory bodies having jurisdiction over such matters.

9.11 Other Agreements; No Duplicate Payments. To the extent the Participant and the Employer are parties to any other agreements or arrangements relating to the Participant's

employment that provide for payment(s) of any bonuses under this Plan on termination of employment, change in control or otherwise, this Plan and such other agreements or arrangements shall be construed and interpreted so that (i) the Bonus Awards and Distributions payable under the Plan and such other agreements or arrangements are only paid once; it being the intent of this Plan not to provide the Participant any duplicative payments of Bonus Awards, but that (ii) the Participant shall be entitled to receive the full benefits of both the Plan and such other agreements or arrangements; it being the intent of Newell and its Affiliates to provide the Participant with the benefits of such other agreements or arrangements. To the extent a Participant is entitled to a bonus payment calculated under this Plan and under any other agreement or arrangement, which would result in a duplicative payment of the Bonus Award or Distribution, no Bonus Award or Distribution will be payable hereunder if the payment under the other agreement or arrangement is not reduced by any duplicative payment under this Plan. To the extent a Participant is entitled to a bonus payment or portion thereof calculated under this Plan under any other agreement or arrangement, which bonus payment or portion thereof is not otherwise payable under this Plan, the terms of such other agreement or arrangement shall control and be given effect.

9.12 Confidentiality. The Participant may not discuss or disclose any terms of this Plan or its benefits with anyone except for Participant's attorneys, accountants and immediate family members who shall be instructed to maintain the confidentiality agreed to under this Plan, except as may be required by law.

9.13 Temporary Leaves of Absence. The Committee in its sole discretion may decide to what extent leaves of absence for government or military service, illness, temporary disability or other reasons shall, or shall not be, deemed an interruption or termination of employment.

9.14 Compensation Recoupment Policy. Notwithstanding any other provision of this Plan, any Bonus Award received by the Participant and/or cash paid hereunder, shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any compensation recoupment policy, including without limitation Newell's Executive Compensation Recoupment Policy, as it may be amended from time to time, or any similar policy established by Newell or any Affiliate, that may apply to the Participant (any such policy, a "Compensation Recoupment Policy"). By acceptance of the Bonus Award, the Participant agrees and consents to Newell's application, implementation and enforcement of (a) any Compensation Recoupment Policy that applies to the Participant and (b) any provision of applicable law relating to cancellation, rescission, payback or recoupment of compensation, and expressly agrees that Newell may take such actions as are necessary to effectuate the Compensation Recoupment Policy, any similar policy (as applicable to the Participant) or applicable law without further consent or action being required by the Participant. To the extent that the terms of this Plan and the Compensation Recoupment Policy or any similar policy conflict, then the terms of such policy shall prevail.

10. AMENDMENT AND TERMINATION OF THE PLAN

10.1 Amendment. Except as set forth in Section 10.3 below, the Committee in its sole discretion may at any time amend the Plan in whole or in part.

10.2 Termination of the Plan.

(a) Employer's Right to Terminate. Except as set forth in Section 10.3 below, the Committee may at any time terminate the Plan, if it determines in good faith that the

continuation of the Plan is not in the best interest of Newell and its shareholders. No such termination of the Plan shall reduce any Distributions already made.

(b) Payments upon Termination of the Plan. Upon the termination of the Plan under this Section 10.2, Awards for future Bonus Periods shall not be made, and awards for any Bonus Period completed prior to the date of termination shall be paid in accordance with the terms of the Plan. With respect to the Bonus Period in which such termination takes place, the Employer will pay to each Participant the Participant's Bonus Award, if any, for such Bonus Period, less any applicable withholdings, only to the extent the Committee provides for any such payments on termination of the Plan (in which case all such payments will be made no later than the 15th day of the third month following the end of the Bonus Period that includes the effective date of termination of the Plan).

10.3 Amendment or Termination after a Change in Control. Notwithstanding any other provision of the Plan, the Committee may not amend or terminate the Plan in whole or in part, or change eligibility for participation in the Plan, on or after a Change in Control to the extent any such amendment or termination, or change in eligibility for participation in the Plan, would adversely affect the Participants' rights hereunder or result in Bonus Awards not being paid consistent with the terms of the Plan in effect prior to such amendment or termination for the Bonus Period in which the amendment or termination of the Plan takes place and any prior Bonus Period.

11. COMPLIANCE WITH SECTION 409A

11.1 Tax Compliance. This Plan is intended to be exempt from the applicable requirements of Section 409A of the Code and shall be construed and interpreted in accordance therewith. The Committee may at any time amend, suspend or terminate this Plan, or any payments to be made hereunder, as necessary to be exempt from Section 409A of the Code. Notwithstanding the preceding, no Employer shall be liable to any Employee or any other person if the Internal Revenue Service or any court or other authority having jurisdiction over such matter determines for any reason that any Bonus Award or Distribution to be made under this Plan is subject to taxes, penalties or interest as a result of failing to comply with Section 409A of the Code. The Distributions under the Plan are intended to satisfy the exemption from Section 409A of the Code for "short-term deferrals."

12. CLAIMS PROCEDURES

12.1 Filing of Claim. If a Participant becomes entitled to a Bonus Award or a Distribution has otherwise become payable, and the Participant has not received the benefits to which the Participant believes he is entitled under such Bonus Award or Distribution, then the Participant must submit a written claim for such benefits to the Committee within ninety (90) days of the date the Bonus Award would have become payable (assuming the Participant is entitled to the Bonus Award) or the claim will be forever barred.

12.2 Appeal of Claim. If a claim of a Participant is wholly or partially denied, the Participant or his duly authorized representative may appeal the denial of the claim to the Committee. Such appeal must be made at any time within thirty (30) days after the Participant receives written notice from the Committee of the denial of the claim. In connection therewith, the Participant or his duly authorized representative may request a review of the denied claim, may review pertinent documents and may submit issues and comments in writing. Upon receipt of an appeal, the Committee shall make a decision with respect to the appeal and, not later than sixty (60) days after receipt of such request for review, shall furnish the Participant with a decision on review in writing, including the specific reasons for the decision, as well as specific

references to the pertinent provisions of the Plan upon which the decision is based. Notwithstanding the foregoing, if the Committee has not rendered a decision on appeal within sixty (60) days after receipt of such request for review, the Participant's appeal shall be deemed to have been denied upon the expiration of the sixty (60)-day review period.

12.3 Final Authority. The Committee has discretionary and final authority under the Plan to determine the validity of any claim. Accordingly, any decision the Committee makes on the Participant's appeal shall be final and binding on all parties. If a Participant disagrees with the Committee's final decision, the Participant may bring suit, but only after the claim on appeal has been denied or deemed denied. Any such lawsuit must be filed within ninety (90) days of the Committee's denial (or deemed denial) of the Participant's claim or the claim will be forever barred.

CERTIFICATION

I, **Christopher H. Peterson**, certify that:

1. I have reviewed this quarterly report on Form 10-Q for Newell Brands 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(s) 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 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(s) 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.

Date: May 1, 2026

/s/ Christopher H. Peterson

Christopher H. Peterson
President and Chief Executive Officer

CERTIFICATION

I, **Mark J. Erceg**, certify that:

1. I have reviewed this quarterly report on Form 10-Q for Newell Brands 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(s) 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 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(s) 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.

Date: May 1, 2026

/s/ Mark J. Erceg

Mark J. Erceg
Chief Financial Officer

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Newell Brands Inc. (the "Company") on Form 10-Q for the period ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, **Christopher H. Peterson, President and Chief Executive Officer** of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Christopher H. Peterson

Christopher H. Peterson
President and Chief Executive Officer

Date: May 1, 2026

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Newell Brands Inc. (the "Company") on Form 10-Q for the period ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, **Mark J. Erceg**, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Mark J. Erceg

Mark J. Erceg

Chief Financial Officer

Date: May 1, 2026