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

FORM 8-K

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

Date of report (Date of earliest event reported): July 30, 2019 (July 26, 2019)

NEWELL BRANDS INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-9608
(Commission
File Number)

36-3514169
(IRS Employer
Identification Number)

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

(201) 610-6600
(Registrant's telephone number, including area code)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$1 par value per share	NWL	Nasdaq Stock Market LLC

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

Emerging growth company

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

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

Appointment of New CEO and Director Election

On July 26, 2019, the Board of Directors (the “Board”) of Newell Brands Inc. (the “Company”) approved the appointment of Ravichandra K. Saligram as President and Chief Executive Officer (“CEO”), voted to increase the size of the Board to twelve members and elected Mr. Saligram to become a member of the Board, all of which will become effective on October 2, 2019 (the “Effective Date”). A copy of the news release dated July 30, 2019 announcing Mr. Saligram’s appointment as CEO and his election to the Board is attached hereto as Exhibit 99.1 and incorporated by reference herein.

Mr. Saligram, age 63, has served as the Chief Executive Officer and a member of the Board of Directors of Ritchie Bros. Auctioneers Incorporated (a global asset management and disposition company) (“Ritchie Bros.”) since July 2014 and has served as a member of the Board of Directors of Church & Dwight Co., Inc. (a consumer products company) since 2006. Prior to joining Ritchie Bros., Mr. Saligram served from 2010 to 2013 as Chief Executive Officer of OfficeMax Incorporated (an omnichannel provider of workplace products) and from 2003 through 2010 in executive management positions with ARAMARK Corporation, (a global food services company), including President of ARAMARK International, Chief Globalization Officer and Executive Vice President. From 1994 through 2002, Mr. Saligram served in various capacities for the InterContinental Hotels Group (a global hospitality company), including President of Brands and Franchise for North America; Chief Marketing Officer and Managing Director, Global Strategy; President, International; and President, Asia Pacific. Earlier in his career, Mr. Saligram held various general and brand management roles at S.C. Johnson & Son, Inc. (a global manufacturer of cleaning products), both in the United States and overseas. He began his career at Leo Burnett Company (an advertising firm). Mr. Saligram’s role as CEO of the Company and his extensive background in consumer brands, omnichannel commerce and global operations are among the key characteristics that led to his election to the Board. He will not receive any compensation for his service as a director of the Company.

Summary of CEO Compensation Arrangement

As inducement to join the Company and in connection with his appointment as CEO, Mr. Saligram and the Company entered into a compensation arrangement dated July 29, 2019 (the “CEO Offer Letter”) pursuant to which Mr. Saligram will be entitled to receive the following compensation and benefits as of the Effective Date:

- (i) An annual base salary of \$1.4 million and target bonus opportunity of 150% of base salary (with a maximum bonus payout of 300% of annual base salary) under the Company’s Management Bonus Plan (the “Bonus Plan”), with the payment for 2019 to be equal to the fixed amount of \$1.275 million, subject to pro-rata increase based on payout percentage and earned base salary if Company performance results in a Bonus Plan payout exceeding 100 %;
- (ii) A cash sign-on bonus of \$600,000 payable within 30 days of the Effective Date that is subject to full repayment if he voluntarily terminates his employment without Good Reason (other than due to death or disability, as determined in good faith by the Board), or if he is terminated by the Company for Good Cause, as such terms are defined in the Newell Brands Executive Severance Plan (described below), within twelve months after the Effective Date;

- (iii) A sign-on stock option award covering 1,333,333 shares, that will be granted on the Effective Date and generally expire on the tenth anniversary of the grant date, subject to continued employment with the Company (the "Employment Transition Award"). The exercise price per share of the stock options shall be equal to the closing price of a share of the Company's common stock on the date of grant. Vesting of the Employment Transition Award will occur ratably upon the eighteen month, two year and three year anniversaries of the grant date, subject to the attainment of a performance condition that, during any 30-day period between the date that is eighteen calendar months following the grant date and the third anniversary of the grant date of the Employment Transition Award, the average of the Company's closing stock price must exceed 125% of the closing stock price on July 29, 2019. If the performance condition has not been satisfied as of any of the vesting dates, then the vesting of any portion of the Employment Transition Award otherwise scheduled for such vesting date will be deferred until the fifth business day following the date, if any, on which the performance condition has been satisfied. The Employment Transition Award also provides for vesting in the event of a termination of Mr. Saligram's employment by the Company without Good Cause, or by Mr. Saligram for Good Reason, as such terms are defined in the Company's 2013 Incentive Plan, in each case subject to attainment of the applicable performance condition (with the performance condition, for this purpose only, measured as of any 30-day period falling between the grant date and the third anniversary of the grant date);
- (iv) An equity based award, beginning in 2020, under the Company's 2013 Incentive Plan (the "LTIP Award") with a target value of \$5,000,000. His 2020 LTIP Award will consist of 70% performance-based restricted stock units ("RSUs"), vesting on the third anniversary of the grant date subject to continued employment and applicable performance criteria, and 30% stock options, vesting ratably over three years subject to continued employment and expiration generally ten years from the date of grant. The target value of LTIP awards for years after 2020 will remain \$5,000,000, however, the target value of actual grants may vary from this target only based on Company performance and/or significant changes in the relevant market for compensation; and
- (v) Participation in the Company's U.S. benefits program, the Company's Supplemental Employee Savings Plan and its Flexible Perquisites Program, under which Mr. Saligram will receive an annual cash allowance of \$36,000 per year that may be used for such items as car, insurance, automobile maintenance, income tax preparation services, estate planning services and financial planning services.

If Mr. Saligram retires from the Company, or is terminated involuntarily without Good Cause (as defined in the applicable award agreement) in either case after three years of continuous service with the Company, he will be entitled to receive (subject to his execution of a separation agreement and general release) (i) a partial pro-rated bonus under the Bonus Plan for the year of termination based upon the number of days worked in the year of termination on the basis of actual corporate performance levels as determined by the Board; (ii) continued vesting of previously granted RSU and stock option awards (subject to the satisfaction of any applicable performance conditions); and (iii) a three year period following termination or vesting (whichever is later), not to exceed the remaining term of the option, during which his options will remain exercisable.

Mr. Saligram will participate in the Newell Brands Executive Severance Plan (as described below) and be entitled to the severance benefits described therein. Pursuant to the terms of the CEO Offer Letter, Mr. Saligram's participation in the Newell Brands Executive Severance Plan will end after three years of continuous service with the Company (subject to a 90-day notice requirement for termination without cause thereafter) and his benefits thereunder will not be adversely affected by any amendment thereof within the first three years of his continuous service to the Company.

The foregoing summary is qualified in its entirety by reference to the CEO Offer Letter and the Form of 2019 Stock Option Award Agreement, copies of which are attached hereto as Exhibits 10.1 and 10.2, respectively, and each of which is incorporated by reference herein.

Adoption of the Newell Brands Executive Severance Plan

On July 26, 2019, the Board approved the adoption of the Newell Brands Executive Severance Plan by Newell Operating Company, a wholly owned subsidiary of the Company (the “Severance Plan”) to provide severance pay, medical benefits and certain other benefits to eligible Company Executives (as defined in the Severance Plan) when their employment terminates under certain circumstances. Subject to the conditions described above, Mr. Saligram will be a participant in the Severance Plan. In order for any other Company named executive officers to participate in the Severance Plan, the executive must waive any rights to severance payments and other severance benefits under any employment security agreement or other written agreement between such executive and the Company in effect as of the effective date of participation in the Severance Plan (other than any provisions thereof that apply to the executive’s awards with respect to the securities of the Company granted prior to the effective date of the executive’s participation in the Severance Plan).

Below is a brief description of the terms and conditions of the Severance Plan. All capitalized terms used below shall be defined as set forth in the Severance Plan.

In order to receive benefits under the Severance Plan, participating Company Executives (“Executives”) will be required to sign restrictive covenants, including non-competition for a period of up to two years, and a release of claims. The Company may recover payments previously paid in the event an Executive breaches restrictive covenants.

In the event of termination in the absence of a Change in Control at any time by the Company other than for Good Cause or by the Executive for Good Reason, Executives are eligible to receive the following pay and benefits:

- (i) Severance pay equal to two times the sum of the base salary and target annual cash bonus for the CEO and equal to one times the sum of the base salary and target annual cash bonus for non-CEO Executives;
- (ii) A pro rata annual cash bonus based on actual corporate results, subject to adjustments that may be applied generally;
- (iii) Vesting of a portion of time-based equity and long-term incentive awards that were granted on or after the Executive’s participation in the Severance Plan and would have otherwise vested during the three-year period after termination, with settlement in accordance with the original schedule and vesting of performance-based equity and long-term incentive awards (based on the achievement of performance goals), in each case subject to any more favorable provisions in an offer letter or grant agreement;
- (iv) Vesting of a portion of option awards that were granted on or after the Executive’s participation in the Severance Plan and would have otherwise vested during the three-year period after termination, and exercisability of vested options for up to one year after termination, subject to any more favorable provisions in an offer letter or grant agreement;
- (v) Up to 2 years for the CEO and 1 year for non-CEO Executives of medical and dental benefits at active employee premium rates that terminates upon eligibility for coverage under certain other plans; and
- (vi) Twelve months of outplacement benefits.

Under the Severance Plan, in the event of Change in Control, Executives are eligible to receive the following pay and benefits if their employment is terminated by the Company other than for Good Cause or by the Executive for Good Reason on or within 24 months after a Change in Control:

- (i) Severance pay equal to two times the sum of their base salary and target annual cash bonus;
- (ii) A pro rata annual cash bonus based on attainment of targeted results at a 100% level;

- (iii) Full vesting of equity and long-term incentive awards that were granted on or after the Executive's participation in the Severance Plan, with performance metrics deemed satisfied at "target" payout level for uncompleted performance periods;
- (iv) A period of 3 years or the remaining term under an Executive's option agreement to exercise options that were granted on or after the Executive's participation in the Severance Plan;
- (v) Up to 2 years of medical, vision and dental benefits at active employee premium rates which terminate upon eligibility for coverage under certain other plans;
- (vi) 100% vesting of benefits under the Newell Brands Supplemental Employee Savings Plan and the Newell Rubbermaid Inc. 2008 Deferred Compensation Plan and payment to Executives of a lump sum equal to the sum of any unvested amounts accrued or credited under qualified defined contribution plans as of the date of termination;
- (vii) Twelve months of outplacement benefits;
- (viii) Deposit of any severance not payable promptly after a post-Change in Control qualifying termination into a rabbi trust, the funds of which can only be used to pay the severance obligations; and
- (ix) Reimbursements for reasonable expenses as incurred, including attorneys' fees, as further described in the Severance Plan.

The Company may amend or terminate the Severance Plan subject to certain limits on adverse impact to Executives, as further set forth in the Severance Plan. After a Change in Control, only members of the Organizational Development and Compensation Committee of the Board, as constituted before the Change in Control (with such changes as may be approved by those individuals), shall determine the payments and benefits to which existing Executives may be entitled and amend or terminate the Severance Plan with respect to such Executives.

The foregoing summary is qualified in its entirety by reference to the Severance Plan, a copy of which is attached hereto as Exhibit 10.3 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
99.1	Press Release of Newell Brands Inc., dated July 30, 2019
10.1	CEO Offer Letter, dated July 29, 2019
10.2	Form of 2019 Stock Option Award Agreement
10.3	Newell Brands Executive Severance Agreement

SIGNATURES

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

Dated: July 30, 2019

NEWELL BRANDS INC.

By: /s/ Bradford R. Turner
Bradford R. Turner
Chief Legal and Administrative Officer and Corporate Secretary



Newell Brands Announces Appointment of Ravi Saligram as Chief Executive Officer

HOBOKEN, NJ – July 30, 2019 – Newell Brands (NASDAQ: NWL) today announced the appointment of Ravi Saligram as President and Chief Executive Officer, and a member of the Newell Brands Board of Directors, effective October 2, 2019.

Patrick Campbell, Chairman of the Board of Newell Brands, commented, “After a rigorous and wide-ranging selection process, the Board is delighted to welcome Ravi as the company’s next CEO. Ravi is an exceptional business leader and a proven chief executive officer with a track record of building diverse leadership teams while delivering high quality performance in complex multi-unit organizations. He has an impressive history of driving shareholder value during his prior CEO roles, and he has successfully executed multiple digital transformations during his career. He is noted for his leadership in consumer-facing and digital businesses and has lived and worked in multiple international environments. The Board welcomes Ravi to the role and looks forward to partnering with him and the broader leadership team to build Newell Brands into a leading next-generation consumer products company.”

“I am delighted to return to my roots in CPG and lead the Newell team to reestablish the organization as a premier, cutting edge consumer products company that is at the forefront of meeting evolving needs and lifestyles,” said Ravi Saligram. “I am confident that Newell, with its iconic brands and a compelling product portfolio, is ripe for building a strong growth platform that drives shareholder value through the creative intersection of design, innovation, e-commerce and efficiencies. I’m excited to partner with the leadership team as we galvanize employees to drive world-class execution, become digital-first and build a forward-looking, winning culture.”

Saligram comes to Newell Brands with an extensive background in consumer brands, omnichannel commerce and global operations, and a proven record of building a pipeline of best-in-class talent, with a focus on diversity and inclusion. He is currently Chief Executive Officer and a director of Ritchie Bros. Auctioneers Incorporated. Over the past five years, he successfully drove a significant strategic, operational and cultural transformation of that company to a multi-channel, digitally savvy, technology-enabled world leader in its field. Prior to that, Saligram served as Chief Executive Officer of OfficeMax Incorporated, where he drove innovation and evolved the company from an office products distributor to an omnichannel provider of workplace products, exiting the company after his successful championship of the merger of equals with Office Depot. From 2003 through 2010, Saligram served in executive management positions with ARAMARK Corporation, a global food services company, including President of ARAMARK International and Chief Globalization Officer and Executive Vice President. From 1994 through 2002, he served in various capacities for the InterContinental Hotels Group, a global hospitality company, including President of Brands and Franchise for North America; Chief Marketing Officer and Managing Director, Global Strategy; President, International; and President, Asia Pacific. Earlier in his career, Mr. Saligram held various general and brand management roles at S.C. Johnson & Son, Inc. both in the United States and overseas. He began his career at Leo Burnett Company. Mr. Saligram holds an MBA from the University of Michigan, Ann Arbor, and an electrical engineering degree from Bangalore University, India. He has served on the Board of Directors of Church & Dwight Co., Inc. since 2006.

Under his leadership, Ritchie Bros. was recognized as one of British Columbia’s Top Employers in 2018; OfficeMax was recognized by Ethisphere as one of the world’s most ethical companies, two years in a row; and S.C. Johnson Korea was named one of the three best foreign managed companies in Korea by KBS TV. In addition, in 2018 Saligram was named a CEO of the Year by Business in Vancouver, as well as the Best in Biz Executive of the Year.

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NASDAQ: NWL
www.newellbrands.com

About Newell Brands

Newell Brands (NASDAQ: NWL) is a leading global consumer goods company with a strong portfolio of well-known brands, including Paper Mate®, Sharpie®, Dymo®, EXPO®, Parker®, Elmer's®, Coleman®, Marmot®, Oster®, Sunbeam®, FoodSaver®, Mr. Coffee®, Graco®, Baby Jogger®, NUK®, Calphalon®, Rubbermaid®, Contigo®, First Alert®, and Yankee Candle®. For hundreds of millions of consumers, Newell Brands makes life better every day, where they live, learn, work and play.

This press release and additional information about Newell Brands are available on the company's website, www.newellbrands.com.

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Caution Concerning Forward-Looking Statements

This press release contains forward-looking statements based on management's current views and assumptions including but not limited to the company's ability drive successful growth and value creation. Actual results and events may differ materially from those described in the forward-looking statements above. For more information on the factors that could cause actual results to differ materially from those suggested in the forward-looking statements, please refer to the cautionary statements, Forward Looking Statements and Risk Factors set forth in Newell Brands' Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, as filed with the U.S. Securities and Exchange Commission. The information contained in this news release is as of the date indicated. The company assumes no obligation to update any forward-looking statements contained in this news release as a result of new information or future events or developments.

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NASDAQ: NWL
www.newellbrands.com



Patrick D. Campbell
Chairman of the Board

July 29, 2019

Ravichandra K. Saligram
Via email

Dear Ravi,

I am very pleased to offer you the position of President and Chief Executive Officer for Newell Brands (“Newell” or the “Company”). This position will be based in Newell’s corporate headquarters. Your employment will commence on October 2, 2019 (the “Commencement Date”), and you will also be elected to serve on the Board of Directors of the Company (the “Board”) on or prior to the Commencement Date. Your starting salary will be \$58,333.33 per pay period (paid semi-monthly), or \$1,400,000 if annualized (your “annual base pay”), and your salary will be reviewed annually (for upward adjustment only) consistent with standard Company practice starting in 2021. Additional offer details are outlined below:

- **Management Bonus Plan:** You will be eligible to participate in our Management Bonus Plan. Your target bonus is 150% of earned annual base pay, and your maximum bonus payout is 300% of earned annual base pay. Bonus criteria are reviewed each year, in good faith consultation with you, and may change from time to time. Notwithstanding the foregoing, for the 2019 calendar year only, your bonus payout will be equal to the fixed amount of \$1,275,000 to be paid on or before March 15, 2020, subject to the following modification: To the extent the actual corporate bonus payout percentage based on Company performance for 2019 (including the impact of any discretionary adjustment by the Board and its Organizational Development & Compensation Committee which is generally applicable to employees of the Company) is greater than target, then your 2019 bonus payout above will be increased by an amount equal to the difference between the actual payout percentage and the target payout percentage, multiplied by your target percentage and applied to your earned annual base pay for the portion of 2019 you are employed by the Company.¹
- **Long-Term Incentive Plan (LTIP):** Beginning in 2020, each year during your employment with the Company you will be eligible for an equity-based award with a target value of \$5,000,000. The main equity-based award grant date is generally in February of each year, and you shall, subject to your continued employment with the Company, receive the first such award at the next main award date in 2020. Your equity award for 2020 will consist of a mix of 70% performance-based restricted stock units (“RSUs”), valued based on the closing price of the Company’s common stock as of the date of grant, and 30% stock options, valued based on the ASC 718 fair value of the awards as of the grant

¹ For example, if the actual corporate payout percentage is equal to 125% of target, and you worked for three months in 2019, you would be entitled to an additional bonus payout equal to 25% multiplied by your target payout percentage of 150%, or 37.5%, multiplied by your earned annual base pay of \$350,000, for an additional payout equal to \$131,250.

date. The RSUs for 2020 will be granted on such terms as are approved by the Board, and will vest on the third anniversary of the grant date, subject to continued employment and the applicable performance criteria. The stock option award for 2020 will vest ratably in equal one-third increments, subject to continued employment on each of the first three anniversaries of the grant date, and will generally expire on the tenth anniversary of the grant date. The exercise price per share of the stock options shall be equal to the closing price of a share of the Company's common stock on the date of grant, as reported on the principal stock market or exchange on which it is traded. The target value for equity-based awards for years after 2020 will remain \$5,000,000; however, the target value of actual grants may vary from this target only based on company performance and/or significant changes in the relevant market for compensation. All equity-based awards will be subject to those terms and conditions approved by the Board and set forth in the applicable award agreement as well as any applicable terms set forth herein.

- **Employment Transition Award:** Effective as of the Commencement Date, you will be granted a stock option award for 1,333,333 shares, that will generally expire on the tenth anniversary of the grant date, assuming your continued employment with the Company (the "Employment Transition Award"). The exercise price per share of the stock options shall be equal to the closing price of a share of the Company's common stock on the date of grant, as reported on the principal stock market or exchange on which it is traded. Vesting of this stock option award will be subject to attainment of the following performance condition (the "Performance Condition"):
 - during any 30-day period between the date that is eighteen calendar months following the grant date and the third anniversary of the grant date of the Employment Transition Award, the average of the Company's closing stock price, as reported on the principal stock market or exchange on which it is traded, must exceed 125% of the closing stock price on July 29, 2019.

Once the Performance Condition has been satisfied, conditioned on your continued employment with the Company, the Employment Transition Award shall vest and become exercisable as follows. The Employment Transition Award will vest with respect to one-third of the award (rounded down to the nearest whole share) on the date that is eighteen months after the date of grant, with respect to an additional one-third of the award (rounded down to the nearest whole share) on the second anniversary of the grant date, and with respect to the remainder of the award on the third anniversary of the grant date. If the Performance Condition has not been satisfied as of any of these vesting dates, then the vesting of any portion of the Employment Transition Award otherwise scheduled for such vesting date will be deferred until the fifth business day following the date, if any, on which the Performance Condition has been satisfied. Notwithstanding the foregoing, if your employment with the Company is terminated, prior to the forfeiture or expiration of the Employment Transition Award, by the Company without "Good Cause," as defined in the Newell Rubbermaid Inc. 2013 Incentive Plan (the "Incentive Plan"), or voluntarily by you for "Good Reason", as defined in the Incentive Plan, then any outstanding unvested portion of the Employment Transition Award shall remain subject to the Performance Condition (with the Performance Condition, for this purpose only, measured as of any 30-day period falling between the grant date and the third anniversary of the grant date) and shall vest in full (without regard to any requirements regarding continuous employment) on the later of the date of termination of your employment or the fifth business day after the Performance Condition has been satisfied), and the Employment Transition Award (to the extent it is or becomes vested) shall continue to be exercisable for a period of three years following the date of termination or vesting (whichever is longer), not to exceed the remaining term of the option.

Sign-On Bonus: You will receive a one-time lump sum cash bonus of \$600,000, less applicable and necessary taxes and deductions, payable within thirty days of the Commencement Date. By accepting this offer you are also acknowledging that should you voluntarily terminate your employment with Newell without “Good Reason” (other than due to your death or disability, as determined in good faith by the Board), or be terminated by Newell for “Good Cause”, as such terms are defined in the Newell Brands Executive Severance Plan, within twelve months after the Commencement Date, you will pay back 100% of this bonus within 60 days after termination of your employment, and, where permitted by applicable law, by your signature below, you authorize us to withhold this money from your final paycheck or any other amounts due to you if necessary.

- **Benefits:** You will be eligible to participate in Newell Brands’ U.S. benefits program in effect from time to time, as currently outlined in the Company’s “Benefits Overview” document. You can learn more about the benefits program at NWLnewhires.com (case sensitive password: _____). If you elect to participate, your benefits will be effective on your hire date, provided you enroll within thirty days of your hire date.
- **Supplemental Employee Savings Plan (“Supplemental ESP”):** You are eligible to participate in a non-qualified plan under federal tax law and IRS regulations that allows eligible employees to save for the future, above and beyond the limits in place for their 401(k) plan. An enrollment period occurs in late fall of each year, so you can elect deferrals for the next year. You will receive more information when the enrollment period is open.
- **Flexible Perquisites Program:** You also will be eligible to participate in Newell Brands’ executive benefits in effect from time to time, currently including the Flexible Perquisites Program. The Flexible Perquisites Program provides you with an annual cash allowance that may be used for such items as car, insurance, automobile maintenance, income tax preparation services, estate planning services, financial planning services, etc. This annual cash allowance will be in the amount of \$36,000. Additionally, you are eligible for an annual comprehensive executive physical through one of the Company’s preferred U.S. regional medical facilities.
- **Vacation:** You are eligible to accrue 2.08 days per month (equal to five weeks per year) of paid vacation. During your first year of employment, vacation time is pro-rated based on the quarter of hire and administered pursuant to the Vacation Policy.
- **Holidays:** Newell Brands offers a number of Company holidays, which may also include floating holidays. Specific holidays and/or the availability of floating holidays will be determined by the applicable Holiday Policy for your location.
- **Relocation:** You agree that you will not be eligible to participate in the Company’s Executive Relocation Program.
- **Severance and Change-in-Control:** You will be eligible to participate in the Newell Brands Executive Severance Plan (the “Severance Plan”), as the same may be amended from time to time (provided, however, that any subsequent amendment to the Severance Plan made prior to the third anniversary of the Commencement Date shall only be given effect with respect to you if it does not reduce benefits under the Severance Plan compared to those benefits available under the Severance Plan on the date of this offer letter). By signing this letter, and as a

condition of your participation in the Severance Plan, you hereby waive all rights to any payment or benefits under any other plan, agreement, policy or arrangement to the extent that it provides you with severance or similar benefits from the Company. Notwithstanding the foregoing or anything to the contrary set forth in the Severance Plan, you agree that your participation in the Severance Plan will cease, and you shall be entitled to no benefits thereunder, should you remain in continuous employment through the third anniversary of the Commencement Date; provided, however, that you shall be provided with at least ninety days' notice of any termination of your employment by the Company without Good Cause (as defined in the Severance Plan) after the third anniversary of the Commencement Date or, in lieu of notice, the equivalent amount of base salary and pro-rated bonus opportunity, with payout based on actual performance (subject to your requirement to cooperate with the Company in providing an orderly transition)).

In addition, your outstanding equity-based awards will provide for the following benefits should you elect to retire on or following the third anniversary of the Commencement Date (subject to your providing ninety days' notice and your requirement to cooperate with the Company in providing an orderly transition) or otherwise be involuntarily terminated (other than a termination by the Company for Good Cause as defined in the applicable award agreement) on or following the third anniversary of the Commencement Date (each, a "Qualifying Termination"): (i) continued vesting of all outstanding RSUs and stock options without regard to any requirement for continuous employment, but subject to any applicable performance criteria, and (ii) survival of any stock option awards for a period of three years following the date of termination or vesting (whichever is later), not to exceed the remaining term of the option. Furthermore, in the event of a Qualifying Termination, you will also be entitled to receive your management bonus for the fiscal year in which the Qualifying Termination occurs, prorated by a fraction, the numerator of which is the number of days in the fiscal year in which your date of termination occurs through your date of termination and the denominator of which is three hundred sixty-five (365). This partial bonus payment will not be subject to any individual performance modifier but will be paid out on the basis of actual corporate performance levels and will be subject to any adjustments or modifiers based on the Company's performance under the terms of the Management Bonus Plan (including the impact of any discretionary adjustment by the Board or its authorized delegates which is generally applicable to employees of the Company participating in the Management Bonus Plan). This partial bonus will be paid at the same time as management bonuses are paid to active Company employees, no later than March 15th of the following year. You will be required to execute a separation agreement and general release which becomes non-revocable within 60 days of your termination of employment in order to receive such retirement or termination benefits.

- **Section 409A:** Payments and benefits provided under this letter are intended to be exempt from, or comply with, Section 409A of the Internal Revenue Code (the "Code"), which regulates the timing of severance and certain other compensation. This offer letter shall be construed, administered, and governed in a manner that affects such intent, and Newell shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, the payments and benefits provided under this letter may not be deferred, accelerated, extended, paid out or modified in a manner that would result in the imposition of additional tax, interest or penalties under Code Section 409A. Although Newell shall use its best efforts to avoid the imposition of such taxation, interest and penalties under Code Section 409A, the tax treatment of the benefits provided under this letter is not warranted or guaranteed. Neither the Company nor its affiliates nor its or their directors, officers, employees or advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by you or any other taxpayer as a result of this letter.

- **Other Agreements:** You will be solely responsible for any associated tax filings and payment of taxes associated with your employment, without any gross-up or additional compensation from the Company, provided that the Company will withhold taxes at what it determines to be appropriate rates and in what it determines to be appropriate jurisdictions based on the information available to the Company. This offer of employment is contingent upon your execution of various Company documents, including a confidentiality and non-solicitation agreement and agreeing to abide by the Newell Brands Code of Conduct.

Ravi, we are confident your skills and experience will be a tremendous benefit to Newell Brands.

Sincerely,

/s/ Patrick D. Campbell

Patrick D. Campbell
Chairman of the Board of Directors

/s/ Bradford R. Turner

Bradford R. Turner
Chief Legal & Administrative Officer

This offer is irrevocable and open for your acceptance until 5:00 PM ET on July 31, 2019. To indicate your acceptance of this offer, please sign in the space provided below and return it to the Company's Chief Legal and Administrative Officer, Brad Turner, at bradford.turner@newellco.com.

This offer is intended to lay out all elements of your compensation. Compensation offers outside this letter agreement, or a previous offer letter, are not binding and will not be honored, so you should make sure you are clear on all parts of your offer and future expectations before signing this letter agreement. Benefits programs, however, may change from year to year, so your benefits such as medical, dental, vision, retirement, and time off will be governed by the benefit plans in place at any given time.

Notwithstanding anything in this offer letter to the contrary, you acknowledge and agree that all bonus payouts and other awards described herein are subject to the terms and conditions of the Company's clawback policy (if any) as may be in effect from time to time specifically to implement Section 10D of the Securities Exchange Act of 1934, as amended, and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Company's common stock may be traded).

Your signature indicates acknowledgement that if employed, your employment is to be "at will" which means that either the Company or you may terminate your employment at any time, with or without notice, subject to the terms of this letter agreement above.

By signing this letter, you represent and warrant that you are not a party to any agreement that would limit your ability to work for Newell Brands Inc. You further represent and warrant that your employment with Newell Brands Inc. will not require you to disclose or use any confidential, proprietary or trade secret information belonging to your prior employers. You additionally understand and acknowledge that Newell Brands Inc. does not require nor want you to disclose any such confidential, proprietary or trade secret information.

/s/ Ravichandra K. Saligram

Signature

Ravichandra K. Saligram

Printed Name

July 29, 2019

Date

**NEWELL BRANDS INC. 2013 INCENTIVE PLAN
NON-QUALIFIED STOCK OPTION AGREEMENT**

A Stock Option (the “**Option**”) granted by Newell Brands Inc., a Delaware corporation (the “**Company**”), to the employee (the “**Optionee**”) named in the option letter provided to the Optionee (the “**Award Letter**”), for common stock, par value \$1.00 per share and related common stock purchase rights (the “**Common Stock**”), of the Company, shall be subject to the following terms and conditions and the provisions of the Newell Rubbermaid Inc. 2013 Incentive Plan, a copy of which is provided to the Optionee 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. **Stock Option Grant.** Subject to the provisions set forth herein and the terms and conditions of the Plan, and in consideration of the agreements of the Optionee herein provided, the Company has granted to the Optionee an Option to purchase from the Company the number of shares of Common Stock, at the purchase price per share, set forth in the Award Letter.

2. **Acceptance by Optionee.** The exercise of the Option is conditioned upon its acceptance by the Optionee, thereby becoming a party to this Agreement, no later than 60 days after the date of grant set forth in the Award Letter (the “**Award Date**”).

3. **Exercise of Option.** Except as described in Section 4 below, and subject to the satisfaction of the performance criteria applicable to the Option set forth in **Exhibit A** (the “**Performance Criteria**”), the Option shall vest and become exercisable as follows, provided that the Optionee remains in continuous employment with the Company or an affiliate until such vesting date[s]:

(a) The Option will vest (i) with respect to one-third of the Option (rounded down to the nearest whole share), on the date that is 18 months after the Award Date, (ii) with respect to one-third of the Option (rounded down to the nearest whole share), on the second anniversary of the Award Date, and (iii) with respect to the remainder of the Option, on the third anniversary of the Award Date; and

(b) Notwithstanding Section 3(a), if the Performance Criteria have not been satisfied as of any the vesting dates specified therein, then vesting for the portion of the Option otherwise scheduled to vest on such vesting date will occur on the fifth business day following the date on which the Performance Criteria are satisfied.

Written notice of an election to exercise any portion of the Option shall be given by the Optionee, or his personal representative in the event of the Optionee’s death, in accordance with procedures established by the Company as in effect at the time of such exercise. At the time of exercise of the Option, payment of the purchase price for the shares of Common Stock with respect to which the Option is exercised must be made by one or more of the following

methods: (i) in cash, (ii) in cash received from a broker-dealer to whom the Optionee has submitted an exercise notice and irrevocable instructions to deliver the purchase price to the Company from the proceeds of the sale of shares subject to the Option, (iii) by delivery to the Company of other Common Stock owned by the Optionee that is acceptable to the Committee, valued at its Fair Market Value on the date of exercise, or (iv) by certifying to ownership by attestation of such previously owned Common Stock. If applicable, an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements prior to delivery of any certificate for shares of Common Stock must also accompany the exercise. Payment of such taxes shall be made by the Company's withholding of such number of shares of Common Stock otherwise issuable upon exercise of the Option with a fair market value equal to the amount of tax to be withheld.

4. Exercise Following Termination of Employment.

(a) Service on the Board Terminates

(i) In the event of the Optionee's retirement (as defined below) or death, or if the Optionee's employment with the Company and all affiliates terminates due to disability, the outstanding portion of the Option shall continue to vest as provided in this Agreement (without regard to any requirements regarding continuous employment with the Company or an affiliate until such vesting date, but subject to any applicable performance criteria set forth in **Exhibit A**) and remain outstanding and continue to be exercisable until the third anniversary of the later of Optionee's termination of employment or the applicable vesting date, or, if sooner, the date the Option expires by its terms.

(ii) In the event of the termination of the Optionee's employment with the Company and all affiliates by the Company without Good Cause or by the Optionee for Good Reason, the outstanding portion of the Option shall vest in full (without regard to any requirements regarding continuous employment with the Company, but subject to the Performance Criteria) on the later of the date of termination of the Optionee's employment and the fifth business day after the Performance Criteria are satisfied, and will remain outstanding and continue to be exercisable until the third anniversary of the later of Optionee's termination of employment or the applicable vesting date, or, if sooner, the date the Option expires by its terms.

(iii) If the Optionee's employment with the Company and all affiliates terminates for any reason other than those set forth in clause (i) and (ii) above, the Option shall expire on the date of such termination of employment, and no portion shall be exercisable after the date of such termination.

(b) *Service on the Board Continues.* Notwithstanding the foregoing, if the Optionee's employment with the Company and all affiliates terminates for any reason, and the Optionee's service on the Board continues thereafter, the Optionee's service on the Board will be considered employment with the Company and the outstanding portion of the Option shall continue to vest and remain exercisable in accordance with the Award letter. Any subsequent termination of service on the Board will be considered termination of employment, and exercisability of the Option will be determined as of the date of such termination of service; provided, that, to the extent the Optionee would receive more favorable treatment under any of the previous subsections of this Section 4, the Optionee shall be entitled to whichever treatment is more favorable to the Optionee.

(c) *Definitions.* For purposes of this Section 4:

(i) “**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.

(ii) “**disability**” means (as determined by the Committee in its sole discretion) the Optionee 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.

(iii) “**retirement**” means any voluntary or involuntary termination of Optionee’s employment (or, in the event that Section 4(b) applies, Board service) with the Company and any of its affiliates at any time after the Optionee has completed three consecutive years of continuous employment with the Company or any of its affiliates, other than an involuntary termination for Good Cause, or a termination due to Optionee’s death or disability; provided that in the case of any voluntary termination of employment, Optionee provides not less than ninety (90) days’ advance written notice to the Company and Optionee agrees to cooperate with the Company in providing an orderly transition.

(d) *General.*

(i) The foregoing provisions of this Section 4 shall be subject to the provisions of any written employment or severance agreement that has been or may be executed by the Optionee 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 Optionee is a participant, to the extent such provisions provide treatment for vesting and exercise of the Option upon or following a termination of employment that is more favorable to the Optionee than the treatment described in this Section 4, and such more favorable provisions in such agreement or plan shall supersede any inconsistent or contrary provision of this Section 4. For the avoidance of doubt, to the extent any such agreement or plan provides for treatment concerning vesting or exercise upon or following a termination of employment that conflicts with the treatment described in this Section 4, the Optionee shall be entitled to the treatment more favorable to the Optionee.

(ii) As a condition to receive benefits upon retirement under this Section 4, the Optionee 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 the Optionee’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 the Optionee’s employment). Such release may require repayment of any benefits under this Section 4 if the Optionee is later found to have committed acts that would have justified a termination for Good Cause.

5. **Rights as Stockholder.** The Optionee shall not be entitled to any of the rights of a stockholder of the Company with respect to the Option, including the right to vote and to receive dividends and other distributions, until and to the extent the Option is settled in shares of Common Stock.

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

7. **Option Not Transferable.** The Option may be exercised only by the Optionee during his lifetime and may not be transferred other than by will or the applicable laws of descent or distribution or pursuant to a qualified domestic relations order. The Option 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 Option, other than in accordance with its terms, shall be void and of no effect.

8. **Surrender of or Changes to Agreement.** In the event the Option shall be exercised in whole, this Agreement shall be surrendered to the Company for cancellation. In the event this Option shall be exercised in part or a change in the number of designation of the shares of Common Stock shall be made, this Agreement shall be delivered by the Optionee to the Company for the purpose of making appropriate notation thereon, or of otherwise reflecting, in such manner as the Company shall determine, the change in the number or designation of such shares.

9. **Administration.** The Option shall be administered in accordance with such regulations as the Organizational Development and Compensation Committee of the Board of Directors of the Company (the "Committee") shall from time to time adopt.

10. Restrictive Covenants.

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

(i) "**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 Optionee. 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.

(ii) “**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.

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

(iv) “**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 Optionee’s possession by reason of the Optionee’s employment, including, but not limited to, any Confidential Information and Trade Secrets contained in tangible form.

(v) “**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 Optionee 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 Optionee’s work for the Company and which was developed entirely on the Optionee’s own time without the use of Company equipment, supplies, facilities or Confidential Information or Trade Secrets.

(b) *Confidentiality*

(i) During the Optionee’s employment and for a period of five (5) years thereafter, regardless of whether the Optionee’s separation is voluntary or involuntary or the reason therefor, the Optionee shall not use any Tangible Company Property, nor any Confidential Information or Trade Secrets, that comes into the Optionee’s possession in any way by reason of the Optionee’s employment, except for the benefit of the Company in the course of the Optionee’s employment by it, and not in competition with or to the detriment of the Company.

The Optionee also will not remove any Tangible Company Property from premises owned, used or leased by the Company except as the Optionee's duties shall require and as authorized by the Company, and upon termination of the Optionee'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 Optionee shall retain no copies thereof.

(ii) During the Optionee'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 Optionee, the Optionee will maintain all Trade Secrets to which the Optionee has received access while employed by the Company as confidential and as the property of the Company.

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

(iv) Nothing in this Agreement prevents the Optionee 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.

(c) *Inventions and Designs*

(i) The Optionee will promptly disclose to the Company all Inventions that the Optionee develops, either alone or with others, during the period of the Optionee's employment. All inventions that the Optionee has developed prior to this date have been identified by the Optionee to the Company. The Optionee 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.

(ii) The Optionee hereby assigns any right and title to any Inventions to the Company.

(iii) With respect to Inventions that are copyrightable works, any Invention the Optionee creates will be deemed a "work for hire" created within the scope of the Optionee'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 Optionee 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).

(iv) The Optionee 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 Optionee'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 Optionee's employment and for twenty-four (24) months thereafter, the Optionee agrees that the Optionee 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 Optionee has had contact for the purpose of performing the Optionee's job duties and responsibilities); 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 Optionee's employment ("**Competitive Products**") (this restriction is limited to customers or actively-sought prospective customers with whom the Optionee has material contact through performance of the Optionee's job duties and responsibilities or through otherwise performing services on behalf of the Company).

(e) *Non-Competition*. Throughout the Optionee's employment and for twenty-four (24) months thereafter, whether terminated for any reason or no reason, Optionee 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 Optionee 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 Optionee'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.

(f) *Non-Disparagement*. Throughout the Optionee's employment and for twenty-four (24) months thereafter, whether terminated for any reason or no reason, the Optionee agrees not to make any disparaging or negative 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 your ability to provide truthful information to any governmental or regulatory agency or to cooperate with any such agency in any investigation.

(g) *Enforcement*

(i) The Optionee acknowledges and agrees that: (i) the restrictions provided in this Section 10 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 Optionee under this Agreement; and (ii) the Optionee's ability to work and earn a living will not be unreasonably restrained by the application of these restrictions.

(ii) The Optionee also recognizes and agrees that should the Optionee 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 Optionee therefore agrees that in the event of the breach or threatened breach by the Optionee of any of the terms and conditions of Section 10 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 Optionee additionally agrees that if the Optionee is found to have breached any covenant in this Section 10 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 10 of the Agreement.

(iii) Optionee 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 Optionee and without any additional consideration for this Agreement to be enforceable against Optionee by Company.

11. **Data Privacy Consent.** The Optionee hereby consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in this Agreement by the Company and its affiliates for the exclusive purpose of implementing, administering and managing Optionee's participation in the Plan. The Optionee understands that the Company and its affiliates hold certain personal information about the Optionee, 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 options or any other entitlement to shares of stock or stock units awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Optionee's favor for the purpose of implementing, managing and administering the Plan ("**Data**"). The Optionee 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 Optionee's country or elsewhere and that the recipient country may have different data privacy laws and protections than the Optionee's country. The Optionee understands that the Optionee may request a list with the names and addresses of any potential recipients of the Data by contacting the local human resources representative. The Optionee 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 Optionee'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 Optionee may elect to deposit any shares or other award acquired under the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. The Optionee understands that the Optionee 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 Optionee understands that refusing or withdrawing consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of refusing to consent or withdrawing consent, the Optionee understands that the Optionee may contact his or her local human resources representative.

12. **Electronic Delivery.** The Optionee 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 Optionee understands that, unless earlier revoked by the Optionee by giving written notice to the Secretary of the Company, this consent shall be effective for the duration of the Agreement. The Optionee 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 Optionee 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 Optionee 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.

13. **Expiration of Option.** Notwithstanding anything else set forth herein to the contrary, this Agreement shall terminate, and the Option shall expire and be of no further force or effect, on the date that is ten (10) years after the date of grant, unless terminated earlier pursuant to the terms of this Agreement; provided that the provisions of Sections 10-20 of this Agreement shall survive any expiration or termination of this Agreement or the Option.

14. **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 Optionee agrees to submit to personal jurisdiction in the Delaware federal and state courts, and all suits arising between the Company and the Optionee must be brought in said Delaware courts, which will be the sole and exclusive venue for such claims.

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

NEWELL BRANDS INC.

**Bradford R. Turner, Chief Legal and Administrative
Officer and Corporate Secretary**

EXHIBIT A

NEWELL RUBBERMAID INC. 2013 INCENTIVE PLAN
2019 STOCK OPTION AWARD AGREEMENT

PERFORMANCE CRITERIA

Prior to the exercise of any portion of the Option, the average Market Value of the Company's Common Stock for a period of thirty (30) consecutive calendar days falling at any time between the date that is 18 calendar months following the Award Date and the third anniversary of the Award Date (such period, the "Performance Period") must exceed 125% of the Market Value of the Company's Common Stock on July 29, 2019. "Market Value" means the closing price of a share of the Company's Common Stock for the applicable date, as reported on the principal stock market or exchange on which the Company's Common Stock is traded. Notwithstanding the foregoing, if the vesting of the Option is governed by Section 4(a)(ii) of the Agreement, then the Performance Period shall be deemed to be the period beginning on the Award Date and ending on the third anniversary of the Award Date.

NEWELL BRANDS EXECUTIVE SEVERANCE PLAN

Effective July 26, 2019

NEWELL BRANDS EXECUTIVE SEVERANCE PLAN

BACKGROUND

Newell Operating Company (“**NOC**”), a Delaware corporation and wholly-owned subsidiary of Newell Brands Inc. (“**Newell**”), hereby adopts the Newell Brands Executive Severance Plan (the “**Plan**”) for the benefit of Executives of NOC and any of its Affiliates who are designated by the terms hereof or the Compensation Committee to participate in the Plan (each such Affiliate a “**Participating Company**” and collectively, together with NOC, the “**Company**”). The Plan is a component plan under the Newell Brands Health and Welfare Plan, which NOC also sponsors. This document serves as both the Plan document and the Summary Plan Description (collectively, the “**Plan**”). For participating Executives, this Plan replaces and supersedes any other plan, agreement, policy or arrangement of NOC and/or any of its Affiliates to the extent that it covers any given Executive and provides severance or similar benefits, except that, notwithstanding any other provision of this Plan, all of Executive’s awards with respect to the securities of Newell that are outstanding upon the date of termination of Executive’s employment and that were granted prior to the effective date of Executive’s participation in the Plan shall continue to be subject to, and enjoy the benefits and protections under, the terms of the applicable award agreement and any other plan, agreement, policy or other arrangement, including any employment security agreement or other written compensation arrangement (even if the remaining terms thereof are waived) to which such awards are subject as of the effective date of Executive’s participation in the Plan, without application of Sections I.e and II.d hereof.

This Summary contains the Plan’s provisions regarding eligibility, benefits and other important information about the Plan, as required by the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”). Please read this Summary and keep it for ready reference. If you have any questions, please contact Newell Brands Inc., Attn: Human Resources Service Delivery (“**HRSD**”), 29 East Stephenson Street, Freeport, IL, 61032, (877) 467-4772. The Plan is administered by the NOC U.S. Benefits Administration Committee or “**BAC**.”

PURPOSE

The purpose of the Plan is to provide severance pay, continuation of group health plan benefits at active employee rates and certain other benefits to Executives when their employment terminates under circumstances covered by the Plan. Benefits under the Plan are conditioned on (i) Executive’s written waiver, prior to participation under the Plan, of any rights to severance payments and other severance benefits under any employment security agreement or other written agreement between Executive and the Company and/or any of its Affiliates in effect as of the effective date of Executive’s participation in the Plan (other than any provisions thereof that apply to Executive’s awards with respect to the securities of Newell that were granted prior to the effective date of Executive’s participation in the Plan), (ii) termination of Executive’s employment under circumstances covered by the Plan, (iii) Executive, upon termination of employment, returning Company property to the Company by the date required by the Company and (iv) Executive’s execution of an effective and irrevocable general release of all claims against the Company, its Affiliates and other specified persons (other than with respect to the compensation and benefits described herein) as well as a restrictive covenant agreement substantially in the form attached hereto as **Appendix A** (“Restrictive Covenants”). If an Executive is designated to participate only under Section I of the Plan, such Executive’s written waiver may be limited to benefits under any employment security agreement

providing benefits following a Change in Control. In no event will Executive's death or Disability while employed by the Company entitle Executive to any payments or benefits under this Plan. In the event any Executive fails to execute the waiver described in clause (i) of this paragraph, prior to Executive's participation under the Plan, Executive will not participate in this Plan, and Executive's rights to severance payments and other severance benefits under such employment security agreement and/or other agreements or arrangements will not be affected by the terms of this Plan.

I. TERMINATION OF EMPLOYMENT ON OR FOLLOWING CHANGE IN CONTROL

Except as otherwise set forth herein and subject to the terms of this Plan, if a Change in Control occurs, and on, or at any time during the 24-month period following, the Change in Control, (i) the Company terminates Executive's employment for any reason other than Good Cause or Disability, or (ii) Executive terminates Executive's employment for Good Reason, Executive shall be entitled to the following benefits:

- a.** Severance.
 - i. For any Executive (including the CEO) who is a member of the Management Committee, the Company shall pay Executive, in a lump sum within 60 days following termination of Executive's employment, severance equal to 2 times the sum of Executive's Base Salary and Bonus (the full, non-prorated Bonus for the year of termination assuming attainment of the targeted performance goals at the 100% payout level).
 - ii. For any other Executive, the Company shall pay Executive, in a lump sum within 60 days following termination of Executive's employment, severance equal to the sum of Executive's Base Salary and Bonus (the full, non-prorated Bonus for the year of termination assuming attainment of the targeted performance goals at the 100% payout level).
- b.** Executive shall receive an amount equal to Executive's Bonus for the year of termination (assuming attainment of the targeted performance goals at the 100% payout level) multiplied by a fraction, the numerator of which is the number of days in the calendar year in which the date of termination occurs that have elapsed through the date of termination and the denominator of which is 365, in a lump sum within 60 days following Executive's termination of employment.
- c.** Executive also shall be entitled to receive any and all vested benefits accrued under any other Incentive Plans to the date of termination of employment, the amount, entitlement to, form, and time of payment of such benefits to be determined by the terms of such Incentive Plans. For purposes of calculating Executive's benefits under the Incentive Plans, Executive's employment shall be deemed to have terminated under circumstances that have the most favorable result for Executive under the applicable Incentive Plan.
- d.** Executive's benefits accrued or credited through the date of termination of employment under the Newell Brands Supplemental Employee Savings Plan, or its successor (the "**SSP**"), and the Newell Rubbermaid Inc. 2008 Deferred Compensation Plan, or its successor (the "**2008 Deferred Compensation Plan**"), if any, that are not vested as of the date of termination of Executive's employment shall be fully vested, and all vested benefits accrued or credited under such plans

shall be paid in accordance with the terms of the applicable plan; and the Company also shall pay to Executive, in a lump sum within 60 days following termination of Executive's employment, an amount equal to the sum of any amounts accrued or credited on Executive's behalf through the date of termination of employment under the Company's qualified defined contribution plans that are not vested as of the date of termination of Executive's employment and thus forfeited under the terms of Company's qualified defined contribution plans.

- e. If, upon the date of termination of Executive's employment, Executive holds any awards with respect to securities of Newell that were granted on or after the effective date of Executive's participation in the Plan, (i) all such awards that are options shall immediately become vested and exercisable upon such date and shall be exercisable thereafter until the earlier of the third (3rd) year anniversary of Executive's termination of employment or the expiration of the term of the options; (ii) all restrictions on any such awards of restricted stock, restricted stock units or other awards shall terminate or lapse and all such awards of restricted stock, restricted stock units or other awards shall be vested and payable; and (iii) all performance goals applicable to any such performance-based awards that are "in cycle" (i.e., the performance period is not yet complete) shall be deemed satisfied at the "target" level (assuming 100% payout), and (iv) all such awards shall be paid in accordance with the terms of the applicable award agreement. The provisions of this Section I.e shall be subject (and defer) to the provisions of any Incentive Plan, award agreement or other agreement as it relates to an individual award to the extent such provisions provide treatment that is more favorable to Executive than the treatment described in this Section I.e, and such more favorable provisions in such Incentive Plan, award agreement or other agreement shall supersede any inconsistent or contrary provision of this Section I.e. This Section I.e does not apply to any such awards that are granted prior to the effective date of Executive's participation in the Plan. All of Executive's awards with respect to securities of Newell that are outstanding upon the date of termination of Executive's employment and that were granted prior to the effective date of Executive's participation in this Plan shall continue to be subject to, and enjoy the benefits and protections under, the terms of the Incentive Plan, the award agreement and any other plan, agreement, policy or other arrangement to which such awards are subject as of the effective date of Executive's participation in the Plan, including any employment security agreement or other written compensation arrangement (even if the remaining terms thereof are waived), without application of this Section I.e.
- f. Executive and Executive's spouse and other qualified beneficiaries shall be eligible for continued coverage as follows:
 - i. If the Executive, Executive's spouse and/or Executive's other qualified beneficiaries are enrolled under a group health plan as defined by COBRA, on the date of termination of Executive's employment, Executive, Executive's spouse and/or Executive's qualified beneficiaries may elect to continue such coverage under COBRA, except that the maximum coverage period shall be extended to no less than the Severance Period (but no more than 2 years) for that Executive, unless, after electing COBRA, the individual attains age 65 and becomes eligible for Medicare, in which case COBRA shall end for that individual. If Executive, Executive's spouse

and/or Executive's other qualified beneficiaries elect COBRA coverage, the Company shall pay a portion of the COBRA costs for the Severance Period for that Executive (subject to any earlier termination of COBRA). The portion to be paid by the Company shall equal the amount necessary so that the total of the COBRA costs paid by Executive is equal to the costs that would have been paid by Executive for such coverage as an active employee immediately prior to termination of Executive's employment or, if less, prior to the Change in Control (except that Executive will not receive the benefit of the pre-tax treatment available to active employees under the Newell Brands Employee Flexible Benefits Plan). The cost of COBRA coverage paid by the Company may be taxable income to Executive and reported on Executive's Internal Revenue Service Form W-2. Executive, Executive's spouse and/or Executive's qualified beneficiaries may continue coverage under COBRA after the Severance Period for that Executive, provided they pay the full COBRA costs and COBRA otherwise remains available.

- ii. The benefits and/or extended coverage provided under this Section I.f shall cease prior to the date such benefits and/or extended coverage would otherwise end under this Section I.f if and when Executive (A) obtains employment with another employer during the Severance Period and becomes eligible for coverage under any substantially similar plan provided by his/her new employer or (B) fails to pay the required active employee portion of the cost of coverage provided under this Section I.f in the time and manner specified by the Company or its designee.
- g. Executive shall be entitled to payment for any accrued but unused vacation in accordance with the Company's policy in effect at the time of termination of Executive's employment, in a lump sum within 60 days following such termination. Executive shall not be entitled to receive any payments or other compensation attributable to vacation that would have been earned had Executive's employment continued during the Severance Period, and Executive waives any right to receive any such compensation.
- h. The Company shall, at the Company's expense, provide Executive with 12 months of executive outplacement services with a professional outplacement firm selected by the Company; provided that the outplacement services must be used by Executive by no later than the end of the second calendar year following the calendar year in which the termination of Executive's employment occurred and the total cost of such outplacement services must not exceed any per individual cap on such amounts in the Company's agreement with the professional outplacement firm selected by the Company.
- i. Executive shall not be entitled to reimbursement for any other fringe benefits or perquisite payments during the Severance Period, including but not limited to dues and expenses related to club memberships, automobile, cell phone, expenses for professional services, executive physicals, and other similar perquisites.

j. The Company shall pay as incurred (within 10 calendar days following the Company's receipt of an invoice from Executive) Executive's out-of-pocket expenses, including attorneys' fees, incurred by Executive at any time from the date of this Plan through Executive's remaining lifetime or, if longer, the statute of limitations for contract claims under applicable state law, in connection with any action taken to enforce the Executive's rights under this Plan or construe or determine the validity of this Plan or otherwise in connection herewith, including any claim or legal action or proceeding, whether brought by Executive or the Company or another party; provided, Executive must be successful through judgment in his/her favor with respect to such action in order to recover fees under this section; provided further, that Executive shall have submitted an invoice for such fees and expenses at least 15 calendar days before the end of the calendar year next following the calendar year in which such fees and expenses were incurred. The amount of such legal fees and expenses that the Company is obligated to pay in any given calendar year shall not affect the legal fees and expenses that the Company is obligated to pay in any other calendar year, and Executive's right to have the Company pay such legal fees and expenses may not be liquidated or exchanged for any other benefit. The Company's obligation to pay Executive's eligible legal fees and expenses under this Section I.j shall not be conditioned upon termination of Executive's employment.

k. Certain Reductions in Payments.

i. Anything in this Agreement to the contrary notwithstanding, in the event that an independent, nationally recognized accounting firm designated by the Company prior to a Change in Control (the "**Accounting Firm**") shall determine that receipt of any payments, benefits, or distributions from the Company or its Affiliates in the nature of compensation to or for Executive's benefit, whether paid or payable pursuant to this Plan or otherwise (a "**Payment**") would (after taking into account any value reasonably attributable to the non-competition covenant in the Restrictive Covenants), subject Executive to the excise tax under Section 4999 of the Code, the Accounting Firm shall determine whether to reduce any of the Payments paid or payable pursuant to this Plan or otherwise (the "**Agreement Payments**") to the Reduced Amount (as defined below). The Agreement Payments shall be reduced to the Reduced Amount only if the Accounting Firm determines that Executive would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if Executive's Agreement Payments were reduced to the Reduced Amount. If instead the Accounting Firm determines that Executive would not have a greater Net After-Tax Receipt of aggregate Payments if Executive's Agreement Payments were reduced to the Reduced Amount, Executive shall receive all Agreement Payments to which Executive is entitled under this Plan or otherwise. Notwithstanding anything to the contrary, in no event shall the value (if any) attributable to the non-competition covenant in the Restrictive Covenants be taken into account for purposes of the Accounting Firm's determination if it would reduce the Agreement Payments to be paid to Executive, it being understood that any such valuation is intended solely to reduce the amounts that are considered "parachute payments" and therefore reduce any excise tax under Section 4999 of the Code. Any valuation of the non-competition covenant in the Restrictive Covenants shall be determined by the Accounting Firm (or, if the Accounting Firm is not able to make such determination, an independent third-party valuation specialist, selected by the Company), and the Company shall cooperate in good faith in connection with any such valuation process. In no event shall this Section or any other provision of this Plan or otherwise be construed to require the Company to provide any tax gross-up for Executive's excise tax liability, if any, under Section 4999 of the Code.

- ii. If the Accounting Firm determines that aggregate Agreement Payments should be reduced to the Reduced Amount, the Company shall promptly give Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm (or, with respect to the valuation of the non-competition covenant, to the extent applicable, the independent third-party valuation specialist) under this Section shall be binding upon the Company and Executive and shall be made within 30 days after termination of Executive's employment. The reduction of the Agreement Payments to the Reduced Amount, if applicable, shall be made first by reducing the Agreement Payments under the following sections in the following order: (i) Section I.a, (ii) Section I.c, (iii) Section I.h, Section I.f, and then Section 1.e. Any other necessary reductions shall be made pro rata to such other Payments. All fees and expenses of the Accounting Firm and the independent third-party valuation specialist (if any) shall be borne solely by the Company.
- iii. As a result of the uncertainty in the application of Sections 280G and 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by the Company to or for the benefit of Executive pursuant to this Agreement which should not have been so paid or distributed ("**Overpayment**") or that additional amounts which will have not been paid or distributed by the Company to or for the benefit of Executive pursuant to this Agreement could have been so paid or distributed ("**Underpayment**"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either the Company or Executive which the Accounting Firm believes has a high probability of success determines that an Overpayment has been made, Executive shall pay any such Overpayment to the Company together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code; provided, however, that no amount shall be payable by Executive to the Company if and to the extent such payment would not either reduce the amount on which Executive is subject to tax under Sections 1 and 4999 of the Code or generate a refund of such taxes. In the event that the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code.

- iv. For purposes hereof, the following terms have the meanings set forth below:
1. **“Net After-Tax Receipt”** shall mean the present value (as determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code) of a Payment net of all taxes imposed on Executive with respect thereto under Sections 1, 3101, and 4999 of the Code and under applicable state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applies to Executive’s taxable income for the applicable taxable year, or such other rate(s) as Executive certifies, in good faith, as likely to apply to Executive in the relevant tax year(s).
 2. **“Reduced Amount”** shall mean the greatest amount of Agreement Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code if the Accounting Firm determines to reduce Agreement Payments.

II. TERMINATION OF EMPLOYMENT (NO CHANGE IN CONTROL)

Except as otherwise set forth herein and subject to the terms of this Plan, if, at any time other than on or at any time during the 24-month period following a Change in Control, (i) the Company terminates Executive’s employment for any reason other than Good Cause or Disability, or (ii) Executive terminates Executive’s employment for Good Reason, Executive shall be entitled to the following benefits, except that, notwithstanding the foregoing, an Executive who is not the CEO or a member of the Management Committee will not be entitled to benefits under this Section II unless the Compensation Committee specifically designates such Executive to receive the following benefits under the circumstances described herein:

- a. Severance.
 - i. For the CEO, the Company shall pay Executive, in a lump sum within 60 days following termination of Executive’s employment, severance pay equal to 2 times the sum of Executive’s Base Salary and Bonus (the full non-prorated Bonus for the year of termination assuming attainment of the targeted performance goals at the 100% payout level).
 - ii. For all other Executives, the Company shall pay Executive, in a lump sum within 60 days following termination of Executive’s employment, severance equal to the sum of Executive’s Base Salary and Bonus (the full, non-prorated Bonus for the year of termination assuming attainment of the targeted performance goals at the 100% payout level).
- b. The Company shall pay Executive’s Bonus for the year of termination multiplied by a fraction, the numerator of which is the number of days in the calendar year in which the date of termination occurs that have elapsed through the date of termination and the denominator of which is 365. For purposes of this Section II.b, the determination of the amount of the Bonus will not be subject to any individual performance modifier, but it will be subject to any adjustments or modifiers based on the Company’s or applicable business unit’s performance under the terms of the bonus plan(s) in effect at the time (including the impact of any discretionary adjustment by the Board or its authorized delegates which is generally applicable to employees of the Company or the applicable business unit). The Bonus will be paid at the same time as bonuses are paid to active Company employees and no later than March 15th of the following year.

- c. Executive's vested benefits accrued or credited through the date of termination of employment under the SSP and the 2008 Deferred Compensation Plan, if any, shall be paid in accordance with the terms of the applicable plan.
- d. If, upon the date of termination of Executive's employment, Executive holds any awards with respect to securities of Newell that were granted on or after the effective date of Executive's participation in the Plan, all such unvested stock options, restricted stock awards, restricted stock units awards and other awards shall be forfeited, except for the pro rata portion of those awards which would have otherwise vested during the 3-year period after the termination date, which pro rata portion shall remain outstanding until the applicable vesting date and shall vest as provided in the applicable award agreement (without regard to any requirements regarding continuous employment with the Company or an Affiliate until such vesting date). The portion of such unvested awards which shall be permitted to vest under this Section II.d shall be calculated on a pro rata basis for each individual award to reflect the number of days between the grant date and the termination date relative to the total number of days constituting the vesting period of such award (or the relevant portion thereof). For the avoidance of doubt:
 - i. Performance conditions applicable to any performance-based awards shall apply, unless otherwise specified in the applicable award agreement.
 - ii. Executive remains eligible to exercise any vested stock options until the earlier of (A) the first (1st) year anniversary of the later of Executive's termination of employment or the applicable vesting date, and (B) the expiration of the term of the options.
 - iii. The provisions of this Section II.d shall be subject (and defer) to the provisions of any Incentive Plan, award agreement or other agreement that is approved by the Compensation Committee or the Board or is executed by an authorized officer or other representative of the Company as it relates to an individual award, to the extent such provisions provide treatment that is more favorable to Executive than the treatment described in this Section II.d, and such more favorable provisions in such Incentive Plan, award agreement or other agreement shall supersede any inconsistent or contrary provision of this Section II.d.
 - iv. This Section II.d does not apply to any such awards that were granted prior to the effective date of Executive's participation in the Plan. All of Executive's awards with respect to securities of Newell that are outstanding upon the date of termination of Executive's employment and that were granted prior to the effective date of Executive's participation in this Plan shall continue to be subject to, and enjoy the benefits and protections under, the terms of the Incentive Plan, the award agreement and any other plan, agreement, policy or other arrangement to which such awards are subject, as of the effective date of Executive's participation in the Plan, including any employment security agreement or other written compensation arrangement (even if the remaining terms thereof are waived), without application of this Section II.d.

- e. If Executive, Executive's spouse and/or Executive's other qualified beneficiaries are enrolled under a group health plan as defined in COBRA on the date of the termination of Executive's employment, Executive, Executive's spouse and/or Executive's other qualified beneficiaries may elect to continue such coverage under COBRA except that the maximum coverage period shall be extended to no less than the Severance Period (but no more than 2 years) for that Executive.
 - i. If Executive, Executive's spouse, and/or Executive's other qualified beneficiaries elect COBRA coverage, the Company shall pay a portion of the COBRA costs for the applicable Severance Period. The portion to be paid by the Company shall equal the amount necessary so that the total of the COBRA costs paid by Executive is equal to the costs that would have been paid by Executive for such coverage as an active employee immediately prior to the termination of Executive's employment (except that Executive will not receive the benefit of the pre-tax treatment available to active employees under the Newell Brands Employee Flexible Benefits Plan). If, after electing COBRA, an individual attains age 65 and becomes eligible for Medicare, COBRA coverage and the benefits under this Section II.e for that individual shall end. The cost of COBRA coverage paid by the Company may be taxable income to Executive and reported on Executive's Internal Revenue Service Form W-2. Executive, Executive's spouse and/or Executive's qualified beneficiaries may continue coverage under COBRA after the Severance Period for that Executive, provided they pay the full COBRA costs and COBRA otherwise remains available.
 - ii. The benefits provided under this Section II.e shall cease if and when Executive (A) obtains employment with another employer and becomes eligible for coverage under any substantially similar plan provided by his new employer or (B) fails to pay the required active employee portion of the cost of coverage provided under this Section II.e in the time and manner specified by the Company or its designee.
- f. Executive shall be entitled to payment for any accrued but unused vacation in accordance with the Company's policy in effect at the time of termination of Executive's employment in a lump sum within 60 days after such termination. Executive shall not be entitled to receive any payments or other compensation attributable to vacation Executive would have earned had Executive's employment continued during the Severance Period, and Executive waives any right to receive any such compensation.
- g. The Company shall, at the Company's expense, provide Executive with 12 months of executive outplacement services with a professional outplacement firm selected by the Company; provided that the outplacement services must be initiated by Executive within 60 days after termination of employment and the total cost of such outplacement services must not exceed any per individual cap on such amounts in the Company's agreement with the professional outplacement firm selected by the Company.

- h.** Executive shall not be entitled to reimbursement for any other fringe benefits or perquisite payments during the Severance Period, including but not limited to dues and expenses related to club memberships, automobile, cell phone, expenses for professional services, executive physicals, and other similar perquisites.

III. GENERALLY APPLICABLE PROVISIONS

- a. Comparable Job.** Notwithstanding any other provision of the Plan, an Executive will not be entitled to any benefits under this Plan if (i) Executive has been offered a Comparable Job with the Company or any of its Affiliates within the 90 days prior to any termination of employment otherwise entitling Executive to benefits hereunder (whether or not Executive accepts such offer); or (ii) such termination of employment occurs in connection with the sale of a division or business unit of Newell or any of its Affiliates, whether through stock sale, asset sale or otherwise, and (A) Executive continues employment with the acquirer or any of its Affiliates, including continued employment with the division or business unit being sold (whether before, at the time of, or within the six (6) months following the closing of such transaction) (whether or not with a Comparable Job) or (B) Executive has received an offer of a Comparable Job with the acquirer or any of its Affiliates, including continued employment with the division or business unit being sold (whether before, at the time of, or within the 6 months following the closing of such transaction) and does not accept the offer or commence employment with the acquirer or any of its Affiliates. This Section III.a shall not apply to the CEO or any other member of the Management Committee.
- b. Death or Disability.** If Executive dies or incurs a Disability while employed by the Company and prior to any event that would entitle Executive to any payment or benefits under this Plan, Executive will not be entitled to any payments or benefits under this Plan. If Executive dies during the Severance Period, all amounts payable hereunder to Executive shall, to the extent not paid, be paid to (i) Executive's surviving spouse, if Executive has not otherwise designated a beneficiary other than the surviving spouse, (ii) if there is no surviving spouse or Executive has designated a beneficiary other than the surviving spouse, to Executive's designated beneficiary, or (iii) if none of the foregoing exist, then to Executive's estate. Executive's surviving spouse and other qualified beneficiaries shall continue to be covered under any applicable group health plan as defined in COBRA on the date of the termination of Executive's employment as described above. On the death of Executive's surviving spouse or other qualified beneficiaries, no further benefits shall be provided (other than any coverage required pursuant to COBRA), and no further benefits shall be paid, except for benefits accrued under any Incentive Plans and Retirement Plans to the date of Executive's termination of employment, to the extent such benefits continue following Executive's death, pursuant to the term of such plans. Executive may designate a person, persons or entity as Executive's beneficiary to receive benefits after Executive's death, by submitting to the BAC a signed instrument in a written or electronic form acceptable to the BAC. Executive may designate both a primary beneficiary and a contingent beneficiary. The last such beneficiary designation received by the BAC in a form acceptable to the BAC shall serve to revoke all prior designations and be effective. The BAC shall use its best efforts to notify Executive if Executive's beneficiary designation form cannot be located or is unacceptable.

- c. **Restrictive Covenants.** Benefits under this Plan are contingent upon Executive executing the Restrictive Covenants. If Executive breaches in any material aspects any of the Restrictive Covenants, Executive shall forfeit the right to receive any further benefits under this Plan, and, to the extent allowed by applicable law, Executive agrees to return to the Company the gross amount of all payments previously received and the gross value of any non-cash benefits previously received.
- d. **General Release.** As a condition to receive benefits under this Plan, Executive 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 Executive'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 Executive's employment). Such release may require repayment of any benefits under this Plan if Executive is later found to have committed acts that would have justified a termination for Good Cause.
- e. **Return of Company Property.** As a further condition to receiving benefits under the Plan, Executive is required to cooperate with the Company's usual and customary separation/termination process, including, to the extent required by the Company, surrender and delivery of all Company property, including without limitation, identification cards, vehicles, company credit cards and computer equipment, unless the Company permits Executive to retain any such items.
- f. **Executive Assignment.** No interest of Executive or Executive's spouse or any other beneficiary under this Plan, or any right to receive any payment or distribution hereunder, shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment, or other alienation or encumbrance of any kind, nor may such interest or right to receive a payment or distribution be taken, voluntarily or involuntarily, for the satisfaction of the obligations or debts of, or other claims against, Executive or spouse or other beneficiary, by operation of law or otherwise, other than pursuant to the terms of a qualified domestic relations order to which Executive is a party.
- g. **Funding.**
 - i. Prior to a Change in Control, all rights of Executive and Executive's spouse or other beneficiary under this Plan shall at all times be entirely unfunded, and no provision shall at any time be made with respect to segregating any assets of the Company for payment of any amounts due hereunder. Neither Executive nor Executive's spouse or other beneficiary shall have any interest in or rights against any specific assets of the Company, and Executive and Executive's spouse or other beneficiary shall have only the rights of a general unsecured creditor of the Company.
 - ii. No later than 5 days following a Change in Control, the Company shall establish an irrevocable grantor trust, substantially in the form of the model trust agreement set forth in Internal Revenue Service Revenue Procedure 92-64, or any subsequent Revenue Procedure, and shall make a contribution to the trust in an amount equal to the cash payments that would be made to the Executives pursuant to this Plan upon a termination of employment under circumstances described in Section I, such amount to

be determined as if Executive's termination of employment occurred on the date of the Change in Control. At 6-month intervals commencing from the date of the Change in Control, the Company shall recalculate the amount necessary to fully fund the above-described benefits and, if the amount exceeds the fair market value of the assets then held in the trust, the Company shall promptly deposit an amount equal to such excess. The Company shall not terminate the trust until the Plan has ended and/or all cash payments described in this Plan to which the Executives are entitled have been made to the Executives. The Company shall provide the Executive with written confirmation of the establishment of the trust and the deposit of the required amount on his/her behalf, including a written accounting of the calculation of such amounts. The Company's failure to establish a trust and provide such written notice shall constitute a material breach of this Plan. Notwithstanding the foregoing, this Section III.g shall be construed and applied in a manner so as to avoid the application of Section 409A(b)(2) of the Code.

h. Section 409A.

- i. The amounts payable or benefits to be provided pursuant to this Plan generally are intended to be separate payments that are exempt from Section 409A of the Code by reason of the "short-term deferral" exception or the involuntary separation pay exception (also known as the two- (2-) times rule) set forth in Section 1.409A-1(b)(9)(iii) or certain other separation pay exceptions set forth in Section 1.409A-1(b)(9)(v) of the Treasury Regulations. Notwithstanding the foregoing, no payment shall be made until the end of the 45-day determination period and the expiration of the revocation period described under Section III.d (which consideration period and revocation period together may not exceed 60 days following termination of Executive's employment); such determination shall not preclude application of the Code Section 409A short-term deferral exception. To the extent that an amount payable or benefits to be provided under this Plan does not comply with any of the foregoing exceptions or other exceptions or exemptions from Code Section 409A, including but not limited to the de minimis exception, the exception for certain indemnification and liability insurance plans, and the like under the Treasury Regulations, then the amount shall be subject to the following rules:
 1. Notwithstanding anything contained in this Agreement to the contrary, if on the date of termination of Executive's employment Executive is a "specified employee," within the meaning of Section 409A of the Code and the Company's policy for determining specified employees, then to the extent required in order to comply with Section 409A of the Code, all payments, benefits, or reimbursements paid or provided under this Agreement that constitute a "deferral of compensation" within the meaning of Section 409A of the Code, that are provided as a result of a "separation from service" within the meaning of Section 409A and that would otherwise be paid or provided during the first six (6) months following the date of such termination of employment shall

be accumulated through and paid or provided (together with interest at the applicable federal rate under Section 7872(f)(2)(A) of the Code in effect on the date of termination of employment) within 30 days after the first business day following the 6-month anniversary of such termination of employment (or, if Executive dies during such 6-month period, within 30 days after Executive's death), if and to the extent required by Code Section 409A.

2. The benefits described in the Plan that are taxable benefits (and that are not disability pay or death benefit plans within the meaning of Section 409A of the Code) are intended to comply, to the maximum extent possible, with the exception to Section 409A of the Code set forth in Section 1.409A-1(b)(9)(v) of the Treasury Regulations. To the extent that any of those benefits either do not qualify for that exception or are provided beyond the applicable COBRA time periods set forth in Section 1.409A-1(b)(9)(v) of the Treasury Regulations, then they shall be subject to the following additional rules: (1) any reimbursement of eligible expenses shall be paid within 60 calendar days following Executive's written request for reimbursement; provided that Executive provides written notice no later than 75 calendar days prior to the last day of the calendar year following the calendar year in which the expense was incurred so that the Company can make the reimbursement within the time period required by Section 409A of the Code; (2) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, during any other calendar year; (3) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; and (4) each payment shall be treated as a separate payment.
- ii. For purposes of this Plan, the phrase "termination of employment" or words or phrases of similar import shall mean a "**separation from service**" with the Company within the meaning of Section 409A of the Code. In this regard, the Company and Executive shall take all steps necessary (including with regard to any post-termination services by Executive) to ensure that (i) any termination of employment under this Plan constitutes a "separation from service" within the meaning of Section 409A of the Code, and (ii) the date on which such separation from service takes place shall be the date of the termination of employment for purposes of this Plan.
- iii. It is intended that the payments and benefits provided under this Plan shall either be exempt from the application of, or comply with, the requirements of Section 409A of the Code. This Plan shall be construed, administered, and governed in a manner that effects such intent, and the Company shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, the payments and benefits provided under this Plan may not be deferred, accelerated, extended, paid out, or modified in a manner that would result in the imposition of an additional tax under Section 409A of the Code upon Executive. Although the Company shall

use its best efforts to avoid the imposition of taxation, interest, and penalties under Section 409A of the Code, the tax treatment of the benefits provided under this Plan is not warranted or guaranteed. Neither the Company, its Affiliates, nor their respective directors, officers, employees, or advisers shall be held liable for any taxes, interest, penalties, or other monetary amounts owed by Executive or other taxpayers as a result of the failure of this Plan to be exempt from or comply with Code section 409A.

- i. Taxes.** Executive will be solely responsible for any associated tax filings and payment of taxes associated with employment, without any gross-up or additional compensation from the Company (except as otherwise specifically provided herein), provided that the Company will withhold taxes at what it determines to be appropriate rates and in what it determines to be appropriate jurisdictions based on the information available to the Company.
- j. No Employment Contract.** Nothing contained in this Plan shall be construed to be an employment contract between Executive and the Company. Executive is employed at will, and the Company and Executive may terminate Executive's employment at any time, for any reason or no reason whatsoever.
- k. Severability.** In the event any provision of this Plan is held illegal or invalid, the remaining provisions of this Plan shall not be affected thereby.
- l. Amendment.** This Plan may only be terminated or amended by resolution adopted by the Board or the Compensation Committee; provided, however, that (i) no amendment that has the effect of reducing the rights or potential rights of any Executive, and no termination of the Plan or any portions thereof, will be effective in either case as to the affected Executive until the first (1st) year anniversary of the date on which such resolution is adopted, (ii) no amendment or termination of the Plan shall affect the rights of any Executive receiving benefits under the Plan whose employment has terminated prior to the date on which such resolution is adopted; and (iii) this Plan may not be terminated or amended in a manner which would adversely affect the rights or potential rights of any Executive if such action is taken in connection with, in anticipation of, or on, or during the 24-month period following, a Change in Control. Notwithstanding the foregoing, the Company may not amend any provision of the Plan that involves any delegation of authority reserved to the Board or the Compensation Committee (without the applicable party's approval).
- m. Employment with an Affiliate.** If Executive is employed by the Company and an Affiliate, or solely by an Affiliate, on the date of termination of employment, then (a) employment or termination of employment as used in this Agreement shall mean employment or termination of employment of Executive with the Company and such Affiliate, or with such Affiliate, as applicable, and related references to the Company shall also include the Affiliate, as applicable, and (b) the obligations of the Company hereunder shall be satisfied by the Company and/or such Affiliate as the Company, in its discretion, shall determine; provided that the Company shall remain liable for such obligations to the extent not satisfied by such Affiliate.

- n. No Duplication of Benefits.** Unless otherwise specifically provided by the terms of this Plan or any other applicable plan or arrangement with an express reference to this Plan, an Executive who is eligible for benefits under this Plan shall not be entitled to receive any severance payments or benefits under any other plan, agreement, policy or arrangement of the Company or its Affiliates. Moreover, no Executive who, as of the Effective Date, is a party to any retirement agreement or separation agreement whereby the Executive has agreed to the termination of his or her employment shall be eligible to receive any benefits under or otherwise participate in this Plan.
- o. Successors.** This Plan shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, and successors. Any reference in this Plan to Newell or NOC shall be deemed a reference to any successor (whether direct or indirect, by purchase of stock or assets, merger or consolidation, or otherwise) to all or substantially all of the business and/or assets of Newell or NOC; provided that Executive's employment by a successor employer shall not be deemed a termination of Executive's employment with Newell or any of its Affiliates (unless otherwise required in order to comply with the definition of "separation from service" under Section 409A of the Code).
- p. Setoff and Recoupment.** The Company's obligation to make the payments provided for in Section I of this Plan and otherwise to perform its obligations thereunder shall not be affected by any set-off, counterclaim, recoupment, defense, or other claim, right, or action which the Company or any of its Affiliates may have against Executive. The Company's obligation to make the payments provided for in Section II of this Plan and otherwise to perform its obligations thereunder, however, may be affected, at the Company's discretion, by any set-off, counterclaim, recoupment, defense, or other claim, right, or action which the Company or any of its Affiliates may have against Executive. Notwithstanding any other provision of this Plan, except as otherwise set forth in this Plan, in no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Plan, and such amounts shall not be reduced whether or not Executive obtains other employment. Notwithstanding the foregoing, however, subject to the discretion and approval of the Board, the Company will, to the extent permitted by governing law, require reimbursement and/or cancellation of all or a portion of any bonus or other incentive compensation, including equity-based compensation, awarded to an executive officer of the Company after January 1, 2010 where the Board determined that all of the following factors are present: (a) the award was predicated upon the achievement of certain financial results that were subsequently the subject of a material restatement, (b) Executive engaged in fraud or willful misconduct that was a significant contributing cause to the need for the restatement, and (c) a lower award would have been made to Executive based upon the restated financial results. In each such instance, the Company will, to the extent permitted by applicable law and subject to the fiduciary duties of the Board, seek to recover Executive's bonus award or other incentive compensation paid or issued to Executive in excess of the amount that would have been paid or issued based on the restated financial results. The foregoing Company right to recoupment, however, will not apply to all or a portion of any such bonus or other incentive compensation, including equity-based compensation, that was not based on the achievement of certain financial results, such as where the bonus or other compensation became payable at target, notwithstanding actual financial results.

IV. Definitions. For purposes of this Plan, the following words shall have the meanings set forth below:

- a. “Affiliate”** shall have the meaning set forth in Rule 12b-2 under the Securities Exchange Act of 1934.
- b. “Base Salary”** shall mean Executive’s annual base salary at the rate in effect on the date of:
 - i. If there has been a Change in Control, the date of the Change in Control, or if greater, the rate in effect immediately prior to Executive’s termination of employment with the Company.
 - ii. If there has not been a Change in Control, the rate in effect immediately prior to Executive’s termination of employment.
- c. “Board”** means the Board of Directors of Newell.
- d. “Bonus”** shall mean an amount determined by multiplying Executive’s Base Salary by the payout percentage that would apply to Executive based on the position held by Executive on the date of termination of Executive’s employment with the Company or, if more favorable, on the date of the Change in Control (as the case may be), under the Company’s corporate or division Bonus Plan that applies to Executive, or any prior or successor plan or arrangement covering Executive (such amount to be determined regardless of whether Executive would otherwise be eligible for a Bonus under the terms of any such plan or arrangement).
- e. “CEO”** means the Chief Executive Officer of Newell.
- f. “Code”** means the Internal Revenue Code of 1986, as amended.
- g. “Compensation Committee”** means the Organizational, Development & Compensation Committee of the Board.
- h. “Change in Control”** shall mean 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 any syndicate or group deemed to be a person under Section 14(d)(2) of the Securities Exchange Act of 1934, as amended (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 (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.
- i. "**Comparable Job**" means a job offering (i) no material reduction in base salary or annual cash compensation opportunity (i.e., base salary plus target bonus); (ii) no material adverse reduction in job scope or responsibilities; and (iii) no change by more than fifty (50) miles in the principal location in which Executive is required to perform services.
 - j. "**Disability**" means Executive is disabled within the meaning of such term under the Company's long-term disability plan in effect at the relevant time.
 - k. "**Executive**" means any individual serving as the CEO or a member of Newell's Management Committee. The Compensation Committee also may designate additional eligible participants for benefits under all or any portion of this Plan regardless of whether such individual is a member of the Management Committee.

l. “Good Cause” shall exist if, and only if:

- i. Executive willfully engages in misconduct in the performance of Executive’s duties that causes material harm to Newell or any Affiliate;
- ii. Executive materially breaches any Code of Conduct that applies to Executive; or
- iii. Executive is convicted of a criminal violation involving fraud or dishonesty.

Without limiting the generality of the foregoing, the following shall not constitute Good Cause: the failure by Executive and/or Newell or its Affiliates to attain financial or other business objectives; any personal or policy disagreement between Executive and Newell or its Affiliates or any member of the Board; or any action taken by Executive in connection with Executive’s duties if Executive acted in good faith and in a manner Executive reasonably believed to be in, and not opposed to, the best interest of Newell and its Affiliates and had no reasonable cause to believe Executive’s conduct was improper. Notwithstanding anything herein to the contrary, in the event the Company terminates the employment of Executive for Good Cause hereunder, the Company shall give Executive at least 30 days’ prior written notice specifying in detail the reason or reasons for Executive’s termination.

m. “Good Reason” shall exist if, without Executive’s written consent:

- i. there is a material adverse change in the Executive’s authority, duties or responsibilities;
- ii. Executive is required to report (A) to an officer with a materially lesser position or title than the officer to whom Executive reported before such change in reporting structure was instituted or, in the case of a Change of Control, on the date of the Change in Control, if Executive is not the CEO, or (B) to other than the entire Board, if Executive is the CEO;
- iii. there is a material reduction in Executive’s rate of base salary or annual target bonus opportunity;
- iv. the Company changes by fifty (50) miles or more the principal location at which Executive is required to perform services;
- v. the Company terminates or materially amends, or terminates or materially restricts Executive’s participation in, any Incentive Plan or Retirement Plan so that, when considered in the aggregate with any substitute plan or plans, the Incentive Plans and Retirement Plans in which he is participating materially fail to provide him with a level of benefits provided in the aggregate by such Incentive Plans or Retirement Plans prior to such termination or amendment, but expressly excluding any reduction in benefits that is both applicable equally to all senior executives of the Company who participate in the affected Incentive Plan(s) or Retirement Plan(s) and either (x) is made in connection with an extraordinary decline

in Newell's or any of its Affiliates' earnings, share price, or public image, or (y) is undertaken in order to make such Incentive Plan(s) or Retirement Plan(s) consistent with the executive compensation programs of those companies with whom Newell or any of its Affiliates compete for attracting/retaining executive talent; or

vi. the Company materially breaches the provisions of this Plan;

A termination of Executive's employment by Executive shall not be deemed to be for Good Reason unless (1) Executive gives notice to the Company of the existence of the event or condition constituting Good Reason within 30 days after such event or condition initially occurs or exists; (2) the Company fails to cure such event or condition within 30 days after receiving such notice; and (3) Executive's "separation from service" within the meaning of Section 409A of the Code occurs not later than ninety (90) days after such event or condition initially occurs or exists.

- n. **"Incentive Plan"** shall mean any incentive, bonus, equity-based, or similar plan or arrangement currently or hereafter made available by the Company or an Affiliate in which Executive is eligible to participate.
- o. **"Management Committee"** shall mean Newell's CEO and its corporate President, Chief Financial Officer, Chief Operating Officer, Chief Legal Officer, Chief Marketing Officer and Chief Human Resources Officer, and any Newell Group President or Segment President, or any individual serving in a role with equivalent duties for Newell, and any other individual serving in any other position who is specifically approved by the Compensation Committee for participation in the Plan as a member of the Management Committee.
- p. **"Newell"** shall mean Newell Brands Inc., a Delaware corporation, and any successor, including, without limitation, any surviving corporation resulting from any merger or consolidation of Newell Brands Inc. with any other corporation, limited liability company, joint venture, partnership or other entity or entities or similar transaction, or any delegate thereof, or, as the context requires, the ultimate corporate parent thereof.
- q. **"Retirement Plan"** shall mean any qualified or supplemental defined benefit retirement plan or defined contribution retirement plan, currently or hereinafter made available by the Company or an Affiliate in which Executive is eligible to participate.
- r. **"Severance Period"** shall mean that number of years or partial years following termination of Executive's employment equal to the number of years or partial years of Base Salary that the Executive receives under Section I.a or II.a, as the case may be.

V. ADMINISTRATION

- a. **NOC.** NOC shall be responsible for and shall control and manage the operation and administration of the Plan. NOC shall have the responsibility for determining the amount of payments and benefits to which Executives may become entitled to receive. Any action by NOC under this Plan shall be made by resolution of its board of directors, or by any person or committee duly authorized by resolution of its board of directors to take such action.
- b. **U.S. Benefits Administration Committee.** NOC has delegated authority to the BAC, consisting of a specified number of voting members and non-voting members, to act as the agent of NOC in performing the duties of administering and operating the Plan. The BAC shall be subject to service of process on behalf of the Plan.
- c. **Powers of the BAC.** The BAC shall administer the Plan in accordance with its terms and shall have all powers necessary to carry out the provisions of the Plan. The BAC shall have the discretionary authority to interpret and construe the terms of the Plan and determine all questions arising in the administration, interpretation, and application of the Plan, such determinations to be presumptively conclusive and binding on all persons to the maximum extent allowed by law, and uniformly and consistently applied to all persons in similar circumstances; adopt such rules and procedures as it deems necessary, desirable or appropriate for the administration of the Plan; appoint such agents, counsel, accountants, consultants and other persons as may be required to administer the Plan; determine all claims for benefits, and take such further action as the BAC shall deem advisable in the administration of the Plan.
- d. **Delegation.** The BAC shall have the discretionary authority to delegate such of its duties and may engage such experts and other persons as it deems appropriate in connection with administering the Plan. The BAC shall be entitled to rely conclusively upon, and shall be fully protected in any action taken by the BAC, in good faith in reliance upon any opinions or reports furnished to it by any such experts or other persons.
- e. **Change in Control.** Notwithstanding any other provision of the Plan, upon a Change in Control (and thereafter to the extent the issue in question relates to a termination of employment on or following the Change in Control of Executives participating in the Plan immediately prior to the Change in Control), the Compensation Committee, as constituted immediately before the Change in Control, with such changes in the membership thereof as may be approved from time to time following the Change in Control by a majority of such Compensation Committee as constituted immediately before the Change in Control, shall have sole and exclusive authority and responsibility (i) to control and manage the operation and administration of the Plan, with respect to Executives participating in the Plan as of immediately prior to the Change in Control, (ii) for determining the amount of payments and benefits to which Executives may become entitled on or following the Change in Control and (iii) to amend or terminate the Plan with respect to such Executives. Neither the Board nor Newell or any Company shall have the right to appoint members to or to remove members from such committee following, or otherwise in connection with, the Change in Control. All reasonable expenses of the committee shall be paid or reimbursed by Newell and/or NOC. Newell and/or NOC shall indemnify members of such committee against personal liability for actions taken in good faith in the discharge of their duties as a member of such committee and shall provide coverage to them under Newell's and/or NOC's liability insurance programs for directors and officers. Following the Change in Control, the members of the committee shall be entitled to compensation in respect of their service on such committee at the rate determined by the Board prior to the Change in Control.

VI. CLAIMS PROCEDURES

- a. **Claims for Benefits.** No Participant, Beneficiary or any other person or entity is required to file a formal claim to receive any benefits to which he is entitled under the Plan. However, each Participant, beneficiary or any other person or entity who believes that he is entitled to a benefit under the Plan which he has not received ("**Claimant**") must file a written claim for such benefits under the Plan with the BAC to claim any such benefits. A Claimant shall furnish the BAC with such documents, evidence, data, or information in support of his claim as he considers necessary or desirable. Any Claimant who disputes the amount of his entitlement to Plan benefits must file a claim in writing within two-hundred seventy (270) days of the event that the Claimant is asserting constitutes an entitlement to such Plan benefits or, if later, within ninety (90) days after the date payments are due to commence. A Claimant may appoint a representative to pursue any claim or appeal of an adverse benefit determination on his behalf, provided that he furnishes the BAC with a written notice, signed by the Claimant, authorizing the representative to act on his behalf in pursuing a benefit claim or appeal.
- b. **Initial Claim Review.** The BAC shall review the claim when filed and advise the Claimant as to whether the claim is approved or denied. If the claim is wholly or partially denied, the BAC shall furnish a written or electronic denial within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan, unless the BAC determines that special circumstances require an extension of time for processing the claim. If the BAC determines that an extension of time for processing a claim is required, written notice of the extension shall be furnished to the Claimant prior to the expiration of the initial 90-day period, which shall indicate the special circumstances requiring an extension of time and the date by which Plan expects to render a decision. In no event shall such extension exceed a period of 90 days from the end of the initial period. If the BAC denies the claim for a benefit in whole or in part, the BAC shall provide the Claimant a written or electronic notice of the adverse benefit determination. The notification shall set forth, in a manner calculated to be understood by the Claimant, (1) the specific reason or reasons for the adverse benefit determination; (2) reference to the specific Plan provisions on which the determination is based; (3) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary; (4) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.
- c. **Appeal of adverse benefit determination.** If the claim is denied, a Claimant may appeal the denial of the claim to the BAC within 60 days after receipt of the adverse benefit determination. The appeal shall be in writing addressed to the BAC and shall state the reason why the BAC should grant the appeal. The Claimant may submit written comments, documents, records, and other information relating to his claim for benefits. Upon request, the Claimant shall be provided free of charge and reasonable access to, and copies of, all documents, records and other

information relevant to his claim, as determined under subsection (f). The BAC shall conduct a full and fair review of the claim that takes into account all comments, documents, records, and other information submitted by the Claimant or his authorized representative relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The review shall not afford deference to the initial benefit determination and shall be conducted by one or more individuals who are neither those who made the adverse benefit determination that is the subject of the appeal, nor the subordinates of such individuals.

- d. Timing of Appeal on Review.** The BAC shall notify the Claimant of the determination on review within a reasonable period of time, but not later than 60 days after receipt of the appeal unless the BAC determines that special circumstances require an extension of time for processing the claim. If the BAC determines that an extension of time for processing is required, the BAC shall notify the Claimant in writing prior to the termination of the initial 60-day period, indicating the special circumstances that require an extension of time and the date the Plan expects to render a determination on appeal. In no event shall such extension exceed a period of 60 days from the end of such initial period. Notwithstanding the foregoing, if the BAC holds quarterly meetings, the BAC shall instead make a benefit determination no later than the date of the meeting that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the BAC following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the BAC shall provide the Claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The BAC shall notify the Claimant of the benefit determination as soon as possible, but not later than 15 days after the benefit determination is made.
- e. Denial on Appeal.** If the BAC denies the claim on appeal, it shall furnish the Claimant a written or electronic adverse benefit determination, stating the reasons for the denial in a manner calculated to be understood by the Claimant, and shall make specific references to the pertinent Plan provisions on which the benefit determination is based. The notification of the benefit determination also shall include a statement of the Claimant's right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits and to bring a civil action under section 502(a) of ERISA no later than one (1) year after the final adverse determination on appeal. The BAC's decision upon appeal, or the BAC's initial decision if no appeal is taken, shall be final, conclusive and binding on all parties, subject to review or correction pursuant to a civil action under Section 502(a) of ERISA only to the extent that such decision is shown by clear and convincing evidence to be arbitrary and capricious.

- f. Review Following Change in Control.** Notwithstanding the foregoing, following a Change in Control (and thereafter to the extent the issue in question relates to a termination of employment on or following the Change in Control of Executives participating in the Plan immediately prior to the Change in Control), with respect to Executives participating in the Plan immediately prior to the Change in Control, the committee described in Section V.e. above shall review and administer all claims, and any appeals of claim denials, of Executives participating in the Plan immediately prior to the Change in Control, and any such decisions with respect to Executives participating in the Plan immediately prior to the Change in Control shall be subject to de novo review in the courts.
- g. Relevant documents and records.** For purposes of the foregoing claim procedures, a document, record or other information is “relevant” if it: (i) was relied on in making the claim decision; (ii) was submitted, considered or generated in making the decision; or (iii) demonstrates compliance with the Plan’s procedural and administrative safeguards.
- h. Exhaustion of Claims Procedures.** Completion of the claims procedures described in this Section VI is a condition precedent to the commencement of any legal or equitable action in connection with a claim for benefits under the Plan by any current or former Participant, beneficiary or any other person or entity claiming rights in connection with the Plan. After exhaustion of the Plan’s claims procedures, any further legal action taken against the Plan or its fiduciaries by the Claimant for benefits under the Plan shall be filed in a court of law no later than one (1) year after the final adverse determination on appeal. No action at law or in equity shall be brought to recover benefits under this Plan until the appeal rights provided in this Section VI have been exercised and the Plan benefits requested in such appeal have been denied in whole or in part.

NEWELL BRANDS EXECUTIVE SEVERANCE PLAN
(Effective July 26, 2019)

APPENDIX A – RESTRICTIVE COVENANT AGREEMENT

Newell Brands Inc. and its affiliated companies (collectively the “**Company**”) are engaged in a highly competitive and diverse business; it has expended, and will continue to expend, substantial amounts of time, money and effort in developing, perfecting and maintaining its position in the market place and in securing a stable, well-trained work force; it has unique, confidential and proprietary business information, methods and techniques and trade secrets, the confidentiality of which it has taken steps to protect; and the Company desires to protect its legitimate business interests such that the information is used solely for the benefit of the Company and not in competition with or to the detriment of the Company. As a condition to the receipt of benefits related to separation from employment with the Company, the undersigned executive (hereinafter referred to as “**you**”) agrees with the Company as follows:

1. Definitions. The following definitions apply in this Restrictive Covenant Agreement (“**Agreement**”):

- a. “**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 you. 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.
- b. “**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.
- c. Neither Confidential Information nor Trade Secrets include general skills or knowledge, or skills you obtained prior to your employment with the Company.
- d. “**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 came into your possession by reason of your employment, including, but not limited to, any Confidential Information and Trade Secrets contained in tangible form.

- e. **“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 you 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 your work for the Company and which was developed entirely on your own time without the use of Company equipment, supplies, facilities or Confidential Information or Trade Secrets.

2. Confidentiality

- a. For five (5) years after your separation from employment, you shall not use any Tangible Company Property, nor any Confidential Information or Trade Secrets, that came into your possession in any way by reason of your employment. You also will not remove any Tangible Company Property from premises owned, used or leased by the Company except as authorized by the Company. All Confidential Information, Trade Secrets, and Tangible Company Property (including all paper and electronic copies) will be turned over immediately to the Company, and you shall retain no copies thereof.
- b. For so long thereafter as such information is not generally known to the public, through no act or fault attributable to you, you will maintain all Trade Secrets to which you received access while employed by the Company as confidential and as the property of the Company.
- c. The foregoing means that you will not, without written authority from the Company, use Confidential Information or Trade Secrets for your benefit or purposes or of any third party, or disclose them to others, except as authorized above.
- d. Nothing in this Agreement prevents you 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.

3. Inventions and Designs

- a. You promptly disclosed to the Company all Inventions you developed, either alone or with others, during the period of your employment. You 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.
- b. You hereby assign any right and title to any Inventions to the Company.

- c. With respect to Inventions that are copyrightable works, any Invention you created will be deemed a “work for hire” created within the scope of your employment, and such works and copyright interests therein (and all renewals and extensions thereof) 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, you hereby assign 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).
 - d. You agree 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 after the period of your 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.
4. *Non-Solicitation.* For your Severance Period (as defined in the severance plan that covers you at the time of your separation from employment, but not to exceed 2 years from your separation from employment), you agree that you 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 you had contact for the purpose of performing your job duties and responsibilities); 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 your employment (“**Competitive Products**”) (this restriction is limited to customers or actively-sought prospective customers with whom you had material contact through performance of your job duties and responsibilities or through otherwise performing services on behalf of the Company).
5. *Non-Competition.* For your Severance Period (as defined in the severance plan that covers you at the time of your separation from employment, but not to exceed 2 years from your separation from employment), you 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 you provided substantial services; provided, however, that for the purpose of this paragraph “line of business” shall exclude any product category that accounts for less than two percent (2%) of the consolidated net sales of the Company or your new employer during the last completed fiscal year prior to the separation 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.
6. *Non-Disparagement.* You agree at all times not to make any disparaging or negative 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 your ability to provide truthful information to any governmental or regulatory agency or to cooperate with any such agency in any investigation.

7. *Enforcement.*
 - a. You acknowledge and agree that: (i) the restrictions provided in this 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 under the severance plan; and (ii) your ability to work and earn a living will not be unreasonably restrained by the application of these restrictions.
 - b. You also recognize and agree that should you 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. You therefore agree that in the event of the breach or threatened breach by you of any of the terms and conditions 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. You additionally agree that if you are found to have breached any covenant in this 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 Agreement.
8. *Choice of Law.* This Agreement shall be governed by the laws of Georgia. You agree to submit to personal jurisdiction in the federal and state courts for Georgia, and that all suits arising between the Company and you must be brought in Georgia, which will be the sole and exclusive venue for such claims.
9. *Succession.* This Agreement shall inure to the benefit of any successor to the Company, whether by merger, consolidation, acquisition of all or substantially all of the Company's assets or business or otherwise, as fully as if such successor were a signatory hereto. The Company may at any time without further action by you assign this Agreement to any successor or any of its affiliated companies. In the event of any such assignment, the assignee company shall succeed to all of the rights and obligations held by the Company under this Agreement.
10. *Severability.* If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such provision or by its severance from this Agreement. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to activity or durational scope, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

11. *Entire Agreement.* This Agreement sets forth the entire understanding between the parties concerning the matters discussed herein and supersedes all previous agreements with respect to such matters, without limiting any of your rights or obligations under any applicable severance plan or agreement covering you at the time of your separation from employment.
12. *Modification.* This Agreement cannot be changed, modified or amended, and no provision or requirement hereof may be waived, without an agreement in writing signed by both parties.

Signed and acknowledged:

[Name of Executive]

Date: _____

NEWELL BRANDS EXECUTIVE SEVERANCE PLAN
(Effective July 26, 2019)

Appendix B - General Plan Information

Plan Name

Newell Brands Executive Severance Plan

Plan Sponsor

Newell Operating Company
221 River Street
13th Floor
Hoboken, New Jersey 07030-5891
(877) 467-4772

Employer Identification Number (EIN)

Plan Type

The Plan is a welfare plan that pays severance benefits to eligible employees.

Plan Administrator

Plan Administrator: U.S. Benefits Administration Committee (BAC)

c/o Newell Operating Company

Newell Operating Company
221 River Street
13th Floor
Hoboken, New Jersey 07030-5891
(877) 467-4772

Agent for Service of Legal Process

c/o General Counsel
Newell Operating Company
221 River Street
13th Floor
Hoboken, New Jersey 07030-5891
(877) 467-4772

Plan Year

The calendar year.

NEWELL BRANDS EXECUTIVE SEVERANCE PLAN
(Effective July 26, 2019)

Appendix C - ERISA Rights Statement

As participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

- examine, without charge at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest Annual Report (Form 5500 series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (f/k/a the Pension Welfare Benefits Administration).
- obtain copies of all documents governing the operation of the Plan including collective bargaining agreements and copies of the latest Annual Report (Form 5500 series), if any, and an updated summary plan description, by making a written request to the Plan Administrator and paying a reasonable charge for the copies.
- receive a summary of the Plan's annual financial report, if any. The Plan Administrator is required by law to furnish each participant under the Plan with a copy of this summary annual report, if any.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and in the interest of the other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you, in any way solely to prevent you from getting a benefit or exercising your rights under ERISA. If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest Annual Report from the Plan and do not receive them within thirty (30) days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the documents and pay you up to \$110 a day until you receive them, unless they were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If your suit is successful, the court may order the person you have sued to pay costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.