
**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): May 13, 2016 (May 10, 2016)

NEWELL BRANDS INC.
(FORMERLY KNOWN AS NEWELL RUBBERMAID 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)

6655 Peachtree Dunwoody Road
Atlanta, Georgia 30328
(Address of principal executive offices including zip code)

(770) 418-7000
(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 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Chief Financial Officer Departure and Appointment

On May 11, 2016, Newell Brands Inc. (the “Company”) appointed Ralph Nicoletti as Executive Vice President and Chief Financial Officer of the Company, effective June 8, 2016. A copy of the news release dated May 13, 2016, announcing Mr. Nicoletti’s appointment is attached hereto as Exhibit 99.1 and incorporated by herein by reference.

Mr. Nicoletti, 58, has served as the Executive Vice President of Tiffany & Co. (“Tiffany”) from March 2014 to the present. Prior to joining Tiffany, Mr. Nicoletti held the role of Executive Vice President and Chief Financial Officer for Cigna Corporation (a global health services and insurance company) from 2011 to 2013, and for Alberto Culver, Inc. (a manufacturer and distributor of beauty products), from 2007 to 2011. Previously, Mr. Nicoletti held a number of financial management positions at Kraft Foods, Inc. during his tenure there from 1979 to 2007.

There are no family relationships, as defined in Item 401 of Regulation S-K, between Mr. Nicoletti and any of the Company’s executive officers or directors or person nominated or chosen to become a director or executive officer. There is no arrangement or understanding between Mr. Nicoletti and any other person pursuant to which Mr. Nicoletti was appointed as Executive Vice President and Chief Financial Officer of the Company. There are no transactions in which Mr. Nicoletti has an interest requiring disclosure under Item 404(a) of Regulation S-K.

In connection with his appointment, Mr. Nicoletti entered into a compensation arrangement dated May 12, 2016 (the “Nicoletti Compensation Arrangement”). Pursuant to the Nicoletti Compensation Arrangement, Mr. Nicoletti will receive a base salary of \$875,000 per year and will participate in the following compensation programs:

- (i) the Company’s Management Cash Bonus Plan (the “Bonus Plan”) with a target payout equal to 100% of his base salary. The amount awarded under the Bonus Plan will range between 0% and 200% of the target payout, based on the extent to which applicable performance criteria are met;
- (ii) the Company’s Long Term Incentive Plan pursuant to which the Company makes awards of a performance-based restricted stock units (“RSUs”) to executive officers on an annual basis (the value of Mr. Nicoletti’s initial LTIP award will be approximately \$3.3 million, or 372% of his annual base salary, and the number of performance-based RSUs to be awarded to Mr. Nicoletti on June 8, 2016 under the 2016 LTIP, 68,068, is based on the closing price of the Company’s stock on May 9, 2016); and
- (iii) the Company’s 2008 Deferred Compensation Plan and in other benefit plans provided to Company employees generally, including the Total Retirement Savings Program.

Under the Total Retirement Savings Program, Mr. Nicoletti will receive an annual Company contribution to his 401(k) Savings Plan account equal to 4% of his eligible earnings.

Mr. Nicoletti will also receive a one-time lump sum bonus of \$1,900,000 (the “Onboarding Bonus”), payable within 30 days of the commencement of his employment. In the event Mr. Nicoletti voluntarily terminates his employment with the Company within the first 12 months of his employment, he is required to reimburse the Company for 100% of the Onboarding Bonus.

In addition to his 2016 LTIP award, the Organizational Development & Compensation Committee of the Company’s Board of Directors (the “Committee”) approved an award of 62,735 performance-based RSUs to Mr. Nicoletti (the “Nicoletti Integration Award”). The award will be made on June 8, 2016 and will vest ratably in one-half increments on the first and second anniversaries of the award date if he remains in continuous employment with the Company, and the Company achieves at least \$100 million of aggregate cost/expense reductions resulting from

Project Renewal and the integration of Jarden Corporation operations and personnel into the Company during the period commencing April 16, 2016 and concluding April 30, 2017.

In the event that Mr. Nicoletti is terminated for any reason other than good cause (as defined in the Nicoletti Compensation Arrangement), Mr. Nicoletti will be entitled to: (i) receive severance pay of 52 weeks of weekly base compensation (subject to applicable limits in the Company's Severance Plan for Executives in Bands 10 and above (the "Severance Plan")) payable in a lump sum no later than 60 days after termination; (ii) receive other benefits in the Severance Plan that run concurrently with the severance pay such as a COBRA subsidy and outplacement services; (iii) receive his management cash bonus prorated by a fraction, the numerator of which is the number of days in the fiscal year in which the date of termination occurs through the date of termination and the denominator of which is 365, paid out subject to the satisfaction of applicable performance criteria at the same time as management bonuses are paid to employees generally, but no later than March 15th of the following year; (iv) retain a pro-rated portion of his unvested stock options or restricted stock units, which shall continue to vest according to their original respective vesting dates; and (v) receive any unvested portion of the Nicoletti Integration Award, which shall vest upon satisfaction of the performance criteria applicable to the award. In order to receive the benefits set forth above, Mr. Nicoletti will be required to sign a separation and release of claims agreement that contains confidentiality, non-solicitation and non-competition obligations. In the event of Mr. Nicoletti's termination following a Change-in-Control (as such term is defined in his Employment Security Agreement described below), he will not receive benefits under the Nicoletti Compensation Arrangement, and severance benefits will be determined in accordance with his Employment Security Agreement. However, he may elect to waive his right to receive benefits under his Employment Security Agreement and elect to receive benefits under the Nicoletti Compensation Arrangement.

The Company will also enter into an employment security agreement (the "ESA") with Mr. Nicoletti, the form of which is set forth as Exhibit 10.39 to the Company's Annual Report on Form 10-K for the year ended December 31, 2014 and incorporated herein by reference.

The ESA provides for the continuation of Mr. Nicoletti's salary, bonus and certain employee benefits for a severance period of 24 months upon an involuntary termination of employment without "good cause," or a voluntary termination of employment for "good reason," occurring within 24 months after a "change in control" of the Company. Within 30 days after any such termination, Mr. Nicoletti will receive a lump sum severance payment equal to: (i) two times the sum of (A) the his annual base salary, determined as of the date of the change in control or, if higher, the date of employment termination and (B) his target bonus on the date of the change in control or, if higher, the date of termination, and assuming the attainment of performance goals at the 100% level, plus (ii) his target bonus multiplied by a fraction, the numerator of which is the number of days in the fiscal year in which the date of termination occurs through the date of termination and the denominator of which is 365.

Following such a termination of employment: (i) he will receive all benefits accrued under the Company's incentive and retirement plans, 2008 Deferred Compensation Plan and 401(k) Plan, (ii) all Company stock options held by Mr. Nicoletti will become immediately exercisable and remain exercisable for a period of three years thereafter or, if shorter, the remaining term of the options, all restrictions on Company restricted stock and restricted stock units held by him will lapse, and all performance goals on Company performance awards to him will be deemed satisfied at the target level; (iii) Mr. Nicoletti and his spouse and eligible dependents will continue to be covered by all welfare plans of the Company during the severance period, until he is eligible for coverage under similar plans from a new employer (with coverage provided under a group health plan to be provided under COBRA with Mr. Nicoletti responsible for that portion of COBRA premiums that would have been paid by him for coverage if he were an active employee), and (iv) he will be eligible for six months of outplacement services.

The ESA does not provide for a gross-up payment to Mr. Nicoletti to cover any excise and related income tax liability under Section 4999 of the Internal Revenue Code as a result of any change in control payment or benefit arising under the ESA. Rather, payments and benefits payable to him would be reduced to the extent necessary so that no excise tax would be imposed if doing so would result in the executive retaining a larger after-tax amount, taking into account the income, excise and other taxes imposed on the payments and benefits. If Mr. Nicoletti dies during the severance period, all amounts payable during the remainder of the severance period will be paid to his

surviving spouse, and such spouse and his eligible dependents will continue to be covered under all applicable welfare plans for the remainder of the severance period.

The ESA contains restrictive covenants which prohibit him from (i) associating with a business that is competitive with any line of business of the Company for which he provided services, without the Company's consent and (ii) soliciting the Company's agents and employees. These restrictive covenants remain in effect for a period of 24 months following any termination of employment.

On May 10, 2016, the Company and John K. Stipancich, the Company's Executive Vice President and Chief Financial Officer, agreed that he would no longer serve as the Company's Chief Executive Officer after May 27, 2016 and will depart from the Company effective September 15, 2016 (the "Separation Date"). Until the Separation Date, Mr. Stipancich will assist with the transition of his work duties to his successor. In connection with his departure, the Company and Mr. Stipancich entered into a separation agreement and general release dated May 12, 2016 (the "Separation Agreement") pursuant to which he agreed to a customary release and restrictive covenants. This Separation Agreement entitles Mr. Stipancich to: (1) a lump sum severance payment of \$618,000 payable no later than 30 days after the Separation Date; (2) his pro-rated annual cash incentive award under the 2016 Management Bonus Plan assuming performance at target level, or \$372,087, payable no later than 30 days after the Separation Date; (3) continued vesting of restricted stock unit grants that would have otherwise vested within two years after the Separation Date, which will vest on their original vesting dates (subject to the satisfaction of any applicable performance conditions); and (4) certain other benefits, including continued medical coverage for 52 weeks and accrued but unused vacation of \$25,606.

Chief Accounting Officer Appointment

On May 11 2016, the Company appointed James L. Cunningham, III as the Company's Senior Vice President and Chief Accounting Officer (principal accounting officer). Mr. Cunningham, age 43, previously served as the Senior Vice President and Chief Accounting Officer of Jarden Corporation ("Jarden") from May 2012 to the present. He had also served as Jarden's Vice President and Controller from March 2006 to May 2012. Prior to joining Jarden Corporation, he served as Assistant Controller of RR Donnelley and Sons (formerly, Moore Corporation, Limited), from March 2002 to February 2006. From December 2000 to February 2002, Mr. Cunningham served as a financial advisor at Merrill Lynch. From October 1994 to December 2000, Mr. Cunningham was with PricewaterhouseCoopers, LLP where he was an Audit Manager. Mr. Cunningham replaces Scott H. Garber, who had served as the Company's Corporate Controller and Chief Accounting Officer (principal accounting officer) from June 1, 2015 to the present. Mr. Garber will remain with the Company.

On May 11, 2016, Mr. Cunningham received a 2016 LTIP award of 7,355 time-based RSUs that vest ratably in one-third increments on the first, second and third anniversaries of the award date.

There are no family relationships, as defined in Item 401 of Regulation S-K, between Mr. Cunningham and any of the Company's executive officers or directors or person nominated or chosen to become a director or executive officer. There is no arrangement or understanding between Mr. Cunningham and any other person pursuant to which Mr. Cunningham was appointed as Senior Vice President Chief Accounting Officer and Corporate Controller of the Company. There are no transactions in which Mr. Cunningham has an interest requiring disclosure under Item 404(a) of Regulation S-K.

2016 Long Term Incentive Plan

On May 10, 2016, the Committee approved an amended Long Term Incentive Performance Pay Terms and Conditions under the Company's shareholder approved 2013 Incentive Plan (as amended, the "LTIP"), pursuant to which the Company makes annual long term incentive awards of restricted stock units ("RSUs"). Under the LTIP, the Committee (or in the case of the Chief Executive Officer, the independent members of the Board of Directors) makes time-based RSU and performance-based RSU awards to key employees, including the executive officers. The value of the LTIP award is based upon a percentage of the executive officer's salary. Under the LTIP, an executive officer's LTIP award is comprised 100% of performance-based RSUs or comprised of 30% time-based RSUs and

70% performance-based RSUs, depending on the individual. All RSUs granted to executive officers under the LTIP vest three years from the date of grant. The performance-based RSUs awarded may vest at 0% to 200% depending upon the satisfaction of a Total Shareholder Return performance criteria. A copy of the LTIP is attached to this Current Report on Form 8-K as Exhibit 10.1 and incorporated herein by reference. In connection with adopting the LTIP, the Committee also adopted an updated form of RSU agreement, which is attached to this Current Report on Form 8-K as Exhibit 10.2 and incorporated herein by reference.

Revised Executive Officer Compensation Arrangements

Michael B. Polk, Chief Executive Officer

On May 11, 2016, Mr. Polk entered into a revised compensation arrangement with the Company pursuant to which the percentage of his salary upon which the value of his 2016 LTIP award is based is 861%. Given Mr. Polk's current salary of \$1,350,000, the value of his 2016 LTIP award is \$11,623,500. As described above under "2016 Long Term Incentive Plan", Mr. Polk's 2016 LTIP award is comprised 100% of performance-based RSUs. The number of performance-based RSUs awarded to Mr. Polk on May 11, 2016, 263,035, is based on the closing price of the Company's stock on April 14, 2016, the last trading day prior to the closing of the Company's acquisition of Jarden Corporation, or \$44.19.

In addition, Mr. Polk currently participates in the Bonus Plan with a target payout equal to 150% of his base salary. The amount awarded under the Bonus Plan will range between 0% and 200% of the target payout, based on the extent to which applicable performance criteria are met.

Mark S. Tarchetti, President

On May 12, 2016, Mr. Tarchetti entered into a revised compensation arrangement with the Company (the "Tarchetti Compensation Arrangement") pursuant to which he will receive an annual salary of \$1,000,000, retroactive to April 15, 2016. In addition, the percentage of his salary upon which the value of his 2016 LTIP award is based will be 700%, or \$7,000,000. As described above under "2016 Long Term Incentive Plan", Mr. Tarchetti's 2016 LTIP award is comprised 100% of performance-based RSUs. The number of performance-based RSUs awarded to Mr. Tarchetti on May 11, 2016, 158,407, is based on the closing price of the Company's stock on April 14, 2016, the last trading day prior to the closing of the Company's acquisition of Jarden Corporation, or \$44.19.

In addition to his 2016 LTIP award, on May 10, 2016, the Committee approved an award of 124,463 performance-based RSUs to Mr. Tarchetti (the "Tarchetti Integration Award"). The award will vest ratably in one-third increments on the first, second and third anniversaries of the award date if he remains in continuous employment with the Company, and the Company achieves at least \$100 million of aggregate cost/expense reductions resulting from Project Renewal and the integration of Jarden Corporation operations and personnel into the Company during the period commencing April 16, 2016 and concluding April 30, 2017.

Mr. Tarchetti participates in the Bonus Plan with a target payout equal to 100% of his base salary. The amount awarded under the Bonus Plan will range between 0% and 200% of the target payout, based on the extent to which applicable performance criteria are met.

In the event that Mr. Tarchetti is terminated for any reason other than good cause (as such term is defined in the Tarchetti Compensation Arrangement), Mr. Tarchetti will: (i) receive severance pay of 52 weeks of weekly base compensation (subject to applicable limits in the Severance Plan) payable in a lump sum no later than 60 days after termination; (ii) receive other benefits in the Severance Plan that run concurrently with the severance pay such as a COBRA subsidy and outplacement services; (iii) receive his management cash bonus prorated by a fraction, the numerator of which is the number of days in the fiscal year in which the date of termination occurs through the date of termination and the denominator of which is 365, paid out subject to the satisfaction of applicable performance criteria at the same time as management bonuses are paid to employees generally, but no later than March 15th of the following year; (iv) retain a pro-rated portion of his unvested stock options or restricted stock units, which shall continue to vest according to their original respective vesting dates; and (v) receive any unvested portion of the

Tarchetti Integration Award, which shall vest upon satisfaction of the performance criteria applicable to the award. In order to receive the benefits set forth above, Mr. Tarchetti will be required to sign a separation and release of claims agreement that contains confidentiality, non-solicitation and non-competition obligations. In the event of Mr. Tarchetti's termination following a Change-in-Control (as such term is defined in his Employment Security Agreement), he will not receive benefits under the Tarchetti Compensation Arrangement, and severance benefits will be determined in accordance with his Employment Security Agreement. However, he may waive his right to receive benefits under his Employment Security Agreement and elect to receive benefits under the Tarchetti Compensation Arrangement.

William A. Burke III, President, Jarden Group

On May 12, 2016, Mr. Burke entered into a revised compensation arrangement with the Company (the "Burke Compensation Arrangement") pursuant to which he will receive an annual salary of \$850,000, retroactive to April 15, 2016. In addition, the percentage of his salary upon which the value of his 2016 LTIP award is based will be 390%, or \$3,315,000. As described above under "2016 Long Term Incentive Plan", Mr. Burke's 2016 LTIP award is comprised 100% of performance-based RSUs. The number of performance-based RSUs awarded to Mr. Burke on May 11, 2016, 75,017, is based on the closing price of the Company's stock on April 14, 2016, or \$44.19.

Mr. Burke participates in the Bonus Plan with a target payout equal to 100% of his base salary. The amount awarded under the Bonus Plan will range between 0% and 200% of the target payout, based on the extent to which applicable performance criteria are met.

In the event that Mr. Burke is terminated for any reason other than good cause (as such term is defined in the Burke Compensation Arrangement), Mr. Burke will: (i) receive severance pay of 52 weeks of weekly base compensation (subject to applicable limits in the Severance Plan) payable in a lump sum no later than 60 days after termination; (ii) receive other benefits in the Severance Plan that run concurrently with the severance pay such as a COBRA subsidy and outplacement services; (iii) receive his management cash bonus prorated by a fraction, the numerator of which is the number of days in the fiscal year in which the date of termination occurs through the date of termination and the denominator of which is 365, paid out subject to the satisfaction of applicable performance criteria at the same time as management bonuses are paid to employees generally, but no later than March 15th of the following year; and (iv) retain a pro-rated portion of his unvested stock options or restricted stock units, which shall continue to vest according to their original respective vesting dates. However, if Mr. Burke is terminated without cause prior to April 15, 2019, or retires on April 15, 2019, then he will retain all of his stock options and restricted stock units that will vest within the 36 month period following such termination, all of which shall continue to vest pursuant to their original vesting schedule. In order to receive the benefits set forth above, Mr. Burke will be required to sign a reasonable separation and release of claims agreement that contains confidentiality, non-solicitation and non-competition obligations. In the event of Mr. Burke's termination following a Change-in-Control (as such term is defined in his Employment Security Agreement), he will not receive benefits under the Burke Compensation Arrangement, and severance benefits will be determined in accordance with his Employment Security Agreement. However, he may waive his right to receive benefits under his Employment Security Agreement and elect to receive benefits under the Burke Compensation Arrangement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Long Term Incentive Performance Pay Terms and Conditions under the Company's 2013 Incentive Plan, as amended May 10, 2016
10.2	Form of Restricted Stock Unit Agreement under the 2013 Incentive Plan for Employees, as amended May 10, 2016
99.1	Press Release of Newell Brands Inc., dated May 13, 2016

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: May 13, 2016

NEWELL BRANDS INC.

By: /s/ Bradford R. Turner

Bradford R. Turner

Chief Legal Officer and Corporate Secretary

EXHIBIT INDEX

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|------|---|
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Newell Brands Inc.

Long Term Incentive Performance Pay Terms and Conditions

1. Grants. Under the terms and provisions of the Newell Rubbermaid Inc. 2013 Incentive Plan, or any successor plan (the “Stock Plan”), the Organizational Development & Compensation Committee (the “Committee”) of the Board of Directors of Newell Brands Inc. (the “Company”), at any time and from time to time, may grant awards based on shares of the Company’s Common Stock, including Restricted Stock Units, to eligible employees in such amounts as the Committee shall determine. This document, referred to herein as the “LTIP”, establishes a methodology for determining awards of Restricted Stock Units under the Stock Plan in 2016 to eligible Newell Rubbermaid legacy employees with positions in Salary Bands 6-14 (“Key Employees”). The Committee will grant Restricted Stock Units to Key Employees pursuant to the guidelines set forth below.

2. Guidelines. The number of shares subject to Restricted Stock Units granted to a Key Employee in 2016 as an LTIP award will be determined as follows:

- (a) For 2016 LTIP awards the Committee will determine:
 - (i) For each Key Employee a target value expressed as a percentage of the Key Employee’s base salary rate as in effect on April 1, 2016, which percentage will be based on the Key Employee’s Salary Band (the “Target Value”). Subject to the approval of the Committee, the CEO may recommend changes to the Target Value for Key Employees based on individual performance. With respect to an award to the CEO, the Board of Directors may recommend changes to the Target Value based on individual performance.
 - (ii) A comparator group of companies for purposes of determining the Company’s relative Total Shareholder Return (“TSR”) for the performance period (the “TSR Comparator Group”).
- (b) Of the Target Value determined for each Key Employee for each year:
 - (i) Time-Based Restricted Stock Units. The Committee will authorize a Restricted Stock Unit grant to each Key Employee for a number of shares of Common Stock determined by dividing the following percentage of the applicable Target Value for such Key Employee by the Fair Market Value of a share of Common Stock on the date of grant:

Salary Bands 12 through 14	0%
Salary Bands 9 and 11	30%
Salary Bands 7 and 8	40%
Salary Band 6	50%
 - (ii) Performance-Based Restricted Stock Units. The Committee will authorize a Restricted Stock Unit grant to each Key Employee for a number of shares determined by dividing the following percentage of the applicable Target Value for such Key Employee by the Fair Market Value of a share of Common Stock on the date of grant:

Salary Bands 12 through 14	100%
Salary Bands 9 and 11	70%
Salary Bands 7 and 8	60%
Salary Band 6	50%

This Performance-Based Restricted Stock Unit grant will be subject to the TSR Comparator Group analysis as described in Section 2(c).

- (c) Following the completion of the applicable performance period, the Committee will determine the extent to which the TSR comparator group performance has been achieved. The TSR will be calculated based on the following formula:

$$\frac{(\text{Change in Stock Price}) + (\text{Dividends})}{(\text{Beginning Stock Price})}$$

For this purpose, the beginning stock price will be the average closing stock price for the period of February 12, 2016 to May 10, 2016; and the ending stock price will be the average closing price in for the period of January 1, 2019 to March 31, 2019.

The Committee will determine the Company's ranking in the comparator group based on the TSR of the Company and of each other member of the TSR Comparator Group, and will multiply the number of Restricted Stock Units subject to the TSR Comparator Group by an interpolated percentage as set forth below:

Rankings

1st in TSR comparator group will result in 200% and last in the TSR comparator group will result in 0%. For purposes of calculating the appropriate interpolated percentage, any companies that are in the comparator group at the beginning of the performance period that no longer exist at the end of the performance period (e.g., through merger, buyout, spin-off or similar transaction) shall be disregarded when calculating the appropriate interpolated percentage. However, in the event the Company's TSR rank is in the bottom quartile of the companies remaining in the comparator group, no payment shall be made on the RSUs regardless of the interpolated percentage. For example, if the initial TSR comparator group has 22 companies at the beginning of the performance period and three of the companies have been merged out of existence by the end of the performance period, the interpolated percentage will be based on where the Company ranks among the remaining 19 companies as follows:

<u>TSR Rank</u>	<u>Interpolated %/Payout %</u>
1 st	200%/200%
2 nd	188.9%/188.9%
3 rd	177.8%/177.8%
4 th	166.7%/166.7%
5 th	155.6%/155.6%
6 th	144.4%/144.4%
7 th	133.3%/133.3%
8 th	122.2%/122.2%
9 th	111.1%/111.1%
10 th	100.0%/100%

11 th	88.9%/88.9%
12 th	77.8%/77.8%
13 th	66.7%/66.7%
14 th	55.6%/55.6%
15 th	44.5%/44.5%*
16 th	33.4%/0%
17 th	22.3%/0%
18 th	11.2%/0%
19 th	0%/0%

*In the event that the cutoff for the bottom quartile occurs between ranks (e.g., between 15th and 16th in the example above) the zero payout percentage will not apply to the higher rank.

The resulting number is the adjusted number of Restricted Stock Units and thus the number of shares of Common Stock actually issuable pursuant to the Key Employee's Performance-Based Restricted Stock Unit grant.

No Restricted Stock Units described in Section 2(b)(ii) will be awarded pursuant to this LTIP except on the basis of the attainment of the performance criteria set forth above and in the amount specified herein; provided that the Committee retains the discretion to reduce any amount of Restricted Stock Units awarded hereunder, to reduce the number of shares awarded pursuant to Restricted Stock Units or to terminate a Key Employee's participation in this LTIP. Except as set forth in the Restricted Stock Unit Agreement, an individual who is not employed by the Company or any of its affiliates on the date the Committee determines Performance Goal achievement will not be eligible to receive the Common Stock issuable pursuant to Restricted Stock Units.

3. Vesting. Except as otherwise specified by the Committee or as set forth in the Restricted Stock Unit Agreement of a Key Employee, each Restricted Stock Unit grant will be subject to a three-year cliff vesting schedule ending on the third anniversary of the date of grant. Notwithstanding the foregoing, Awards made to employees of Jarden Corporation and its subsidiaries ("Jarden") will vest ratably in one-third increments on the first, second and third anniversaries of the date of the Award.

4. Dividends and Other Distributions. Key Employees who hold Restricted Stock Units granted hereunder will be credited with an amount equal to the regular cash dividends that would be paid with respect to the underlying shares had they been issued (assuming that each Restricted Stock Unit represents one share of Common Stock) while such Restricted Stock Units are so held; provided that (a) the dividend equivalents attributable to Time-Based Restricted Stock Units shall be paid in cash to the Key Employees at the time the regular dividends are paid; and (b) in the case of Performance-Based Restricted Stock Units, the dividend equivalents (i) shall be accumulated and held until the end of the applicable vesting period, and (ii) except as otherwise set forth in the Restricted Stock Unit Agreement, shall be subject to adjustment as described in Section 2(c). The Committee shall have the discretion to determine the time at which dividend equivalents described in this Section 4(b) are credited and the form in which they will be credited and paid. The Committee may apply any other restrictions to any dividend equivalents that the Committee deems appropriate. Without limiting the generality of the preceding sentence, if the grant or vesting of Restricted Stock Units is intended to qualify as performance-based compensation, the Committee may apply any restrictions it deems appropriate to the payment of dividend equivalents declared with respect to such Restricted Stock Units, such that the dividend equivalents and/or the Restricted Stock Units maintain eligibility for the performance-based compensation exception under Code Section 162(m).

5. **Restricted Stock Unit Agreements.** Each Restricted Stock Unit grant awarded pursuant to this LTIP will be evidenced by a Restricted Stock Unit Agreement in accordance with Section 4.3 of the Stock Plan, which will specify the number of shares subject to the award, the vesting schedule, the payment provisions, including dividend payment provisions, if any, and such other provisions as the Committee determines including, without limitation, provisions regarding continued employment with the Company, restrictions based upon the achievement of specific Company-wide performance goals, time-based restrictions on vesting following the attainment of Performance Goals, and/or restrictions under applicable federal or state securities laws.
6. **Amendment or Termination of LTIP.** The Committee reserves the right to amend or terminate the LTIP at any time, retroactively or otherwise. For avoidance of doubt, once established by the Committee, no performance goals applicable to a Performance-Based RSU may be amended or revised with respect to any award made to a Covered Employee, as such term is defined within Section 162(m) of the Code.
7. **Non US Newell Rubbermaid Legacy Employees.** Key Employees who reside outside the United States (other than such employees residing in Argentina and Venezuela and members of the Newell Brands Executive Leadership Team) will receive cash-based Time-Based Stock Units and Performance-Based Stock Units under the 2015 Newell Rubbermaid Inc. International Incentive Plan (the “Newell International Plan”).
8. **Jarden Legacy Employees.** Key Employees employed by Jarden in the US, France, Germany, Italy and Switzerland will receive Time-Based Restricted Stock Units that will vest ratably in one-third increments on the first, second and third anniversaries of the date of grant.
9. **Non US Jarden Legacy Employees.** Key Employees employed by Jarden who reside outside the United States (other than such employees residing in France, Germany, Italy and Switzerland) will receive cash –based Time-Based Stock Units under the Newell International Plan that will vest ratably in one-third increments on the first, second and third anniversaries of the date of grant.
10. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms pursuant to the Stock Plan.

2016 RESTRICTED STOCK UNIT AWARD AGREEMENT (“AGREEMENT”)

A Restricted Stock Unit (“RSU”) Award (the “Award”) granted by Newell Brands Inc. (formerly known as Newell Rubbermaid Inc.), a Delaware corporation (the “Company”), to the employee (the “Grantee”) named in the Award letter provided to the Grantee (the “Award Letter”) relating to the common stock, par value \$1.00 per share (the “Common Stock”), of the Company, shall be subject to the following terms and conditions and the provisions of the Newell Rubbermaid Inc. 2013 Incentive Plan, a copy of which is provided to the Grantee and the terms of which are hereby incorporated by reference (the “Plan”). Unless otherwise provided herein, capitalized terms of this Agreement shall have the same meanings ascribed to them in the Plan.

1. Acceptance by Grantee. The receipt of the Award is conditioned upon the Grantee’s acceptance of the Award Letter, thereby becoming a party to this Agreement, no later than sixty (60) days after the date of the Award set forth therein (the “Award Date”) or, if later, thirty (30) days after the Grantee is informed of the availability of this Agreement.

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

3. RSU Account. The Company shall maintain an account (“RSU Account”) on its books in the name of the Grantee which shall reflect the number of RSUs awarded to the Grantee.

4. Dividend Equivalents.

(a) *Time-Based RSUs.* Upon the payment of any dividend on Common Stock occurring during the period preceding the earlier of the date of vesting of the Grantee’s Award or the date the Grantee’s Award is forfeited as described with Section 5, the Company shall promptly pay to each Grantee an amount in cash equal in value to the dividends that the Grantee would have received had the Grantee been the actual owner of the number of shares of Common Stock represented by the Time-Based RSUs in the Grantee’s RSU Account on that date. Any such payments shall be payments of dividend equivalents, and shall not constitute the payments of dividends to the Grantee that would violate the provisions of Section 9 of this Agreement.

(b) *Performance-Based RSUs.* Upon the payment of any dividend on Common Stock occurring during the period preceding the earlier of the date of vesting of the Grantee’s Award or the date the Grantee’s Award is forfeited as described in Section 5, the Company shall credit the Grantee’s RSU Account with an amount equal in value to the dividends that the Grantee would have received had the Grantee been the actual owner of the number of shares of Common Stock represented by the Performance-Based RSUs in the Grantee’s RSU Account on that date. Such amounts shall be paid to the Grantee at the time and in the form of payment specified in Section 7.

The amount of dividend equivalents payable to the Grantee shall be adjusted to reflect the adjustment made to the related RSUs pursuant to Section 6 (which shall be determined by multiplying such amount by the percentage adjustment made to the related RSUs). Any such dividend equivalents relating to Performance-Based RSUs that are forfeited shall also be forfeited.

5. **Vesting.**

(a) Except as described in subsections (b), (c) and (d) below, the Grantee shall become vested (i) in his Award of Time-Based RSUs upon the third year anniversary of the Award Date if the Grantee remains in continuous employment with the Company or an affiliate until such vesting date, and (ii) in his Award of Performance-Based RSUs if (aa) the Grantee remains in the continuous employment with the Company or an affiliate until such vesting date, and (bb) the performance criteria applicable to such Performance-Based RSUs, set forth in **Exhibit A** to this Agreement, are satisfied.

(b) If the Grantee's employment with the Company and all affiliates terminates prior to the third year anniversary of the Award Date due to death or disability, the Award shall become vested on such date of death or disability. For this purpose "**disability**" means (as determined by the Committee in its sole discretion) the inability of the Grantee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or disability or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

(c) If the Grantee's employment with the Company and all affiliates terminates prior to the third year anniversary of the Award Date due to retirement, Time-Based RSUs and Performance-Based RSUs made twelve (12) or more months prior to retirement shall remain outstanding until the third year anniversary of the Award Date, at which time they will vest as provided in Section 5(a) above and the Grantee will receive a "**Pro-Rated Award**". The portion of the Award that does not vest shall be forfeited to the Company. For this purpose, "**retirement**" means the Grantee's termination without cause on or after the date on which the Grantee (A) has attained age sixty (60), or (B) has attained age fifty-five (55) and has ten (10) or more years of credited service. For the avoidance of doubt, any Award made less than twelve (12) months prior to retirement shall be forfeited and no portion of such Award shall vest. For purposes of this subsection (c):

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

(2) The term "**credited service**" means the Grantee's period of employment with the Company and all affiliates (including any predecessor company or business acquired by the Company or any affiliate, provided the Grantee was immediately employed by the Company or any affiliate). Age and credited service shall be determined in fully completed years and months, with each month being measured as a continuous period of thirty (30) days.

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

(4) The term “**Pro-Rated Award**” means with respect to an Award granted twelve (12) or more months prior to the Grantee’s retirement, and on the date of such retirement the Grantee has either attained age sixty (60) or has attained the age of fifty-five (55) with ten (10) or more years of credited service, the portion of the Award determined by dividing the full number of months of employment with the Company and all affiliates from the Award’s grant date by thirty-six (36) (in each case carried out to three decimal points).

(d) If the Grantee’s employment with the Company and all affiliates terminates prior to the third year anniversary of the Award Date for any reason other than death, disability or retirement, the entire Award shall be forfeited, automatically upon such termination of the Grantee’s employment without further action required by the Company to the Company, and no portion of the Award shall vest.

(e) In the case of a Grantee who is also a Director, if the Grantee’s employment with the Company and all affiliates terminates before the end of the Award’s three- (3-) year vesting period, but the Grantee remains a Director, the Grantee’s service on the Board will be considered employment with the Company and the Grantee’s Award will continue to vest while the Grantee’s service on the Board continues. Any subsequent termination of service on the Board will be considered termination of employment and vesting will be determined as of the date of such termination of service.

(f) The provisions of Section 12.1(b) of the Plan shall apply to the Grantee’s Award of Performance-Based RSUs in the event of a Change in Control, and Plan Section 12.1(a) shall be inapplicable to such Award of Performance-Based RSUs. For the avoidance of doubt, Performance-Based RSUs following a Change in Control shall be treated in the same manner as Time-Based RSUs following a Change in Control (e.g., the value of an unvested Performance-Based RSU shall equal the value of an unvested Time-Based RSU, and any unvested Performance-Based RSU shall either be replaced by a time-based equity award or become immediately vested).

The foregoing provisions of this Section 5 shall be subject to the provisions of any written employment security agreement or severance agreement that has been or may be executed by the Grantee and the Company or any of its affiliates, and the provisions in such employment security agreement or severance agreement concerning vesting of an Award shall supersede any inconsistent or contrary provision of this Section 5.

6. Adjustment of Performance-Based RSUs. The number of RSUs subject to the Award that are Performance-Based RSUs as described in the Award Letter shall be adjusted by the Committee after the end of the three- (3-) year performance period that begins on January 1 of the year in which the Award is granted, in accordance with the long-term incentive performance pay terms and conditions established under the Plan (the “**LTIP**”). Any Performance-Based RSUs that vest in accordance with Section 5(b) prior to the date the Committee determines the level of

performance goal achievement applicable to such RSUs shall not be adjusted pursuant to the LTIP. The particular performance criteria that applies to the Performance-Based RSUs are set forth in **Exhibit A** to this Agreement.

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

8. Withholding Taxes. The Company shall withhold from any payment made to the Grantee in cash an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements. In the case of a payment made in shares of Common Stock, the Grantee shall pay to the Company an amount sufficient to satisfy all minimum Federal, state and local withholding tax requirements prior to the delivery of any shares. Payment of such taxes may be made by one or more of the following methods: (i) in cash, (ii) in cash received from a broker-dealer to whom the Grantee has submitted irrevocable instructions to deliver the amount of withholding tax to the Company from the proceeds of the sale of shares subject to the Award, (iii) by directing the Company to withhold a number of shares otherwise issuable pursuant to the Award with a Fair Market Value equal to the tax required to be withheld, (iv) by delivery to the Company of other Common Stock owned by the Grantee that is acceptable to the Company, valued at its Fair Market Value on the date of payment, or (v) by certifying to ownership by attestation of such previously owned Common Stock.

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

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

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

12. Administration. The Award shall be administered in accordance with such regulations as the Organizational Development and Compensation Committee of the Board of Directors of the Company (the “**Committee**”) shall from time to time adopt, and, to the extent applicable, in compliance with the requirements of Code Section 162(m) including, without limitation, any prorrations required by Code Section 162(m).

13. Section 409A Compliance. To the extent that the Grantee’s right to receive payment of the RSUs and dividend equivalents constitutes a “**deferral of compensation**” within the meaning of Section 409A of the Code and regulatory guidance promulgated thereunder (“**Section 409A**”), then notwithstanding anything contained in the Plan to the contrary, the shares of Common Stock and cash otherwise deliverable under Sections 4 and 6 shall be subject to the following rules:

(a) The shares of Common Stock underlying the vested RSUs and the related dividend equivalents shall be delivered to the Grantee, or his personal representative, beneficiary or estate, as applicable, within thirty (30) days following the earlier of (i) the Grantee’s “**separation from service**” within the meaning of Section 409A, subject to Section 13(b); or (ii) the third year anniversary of the Award Date.

(b) Notwithstanding Section 13(a), if any RSUs and related dividend equivalents become payable under Section 13(a)(i) as a result of the Grantee’s termination of employment due to retirement or disability and the Grantee is a “**specified employee**,” as determined under the Company’s policy for determining specified employees for purposes of Section 409A on the date of such separation from service, then the shares of Common Stock underlying the vested RSUs and related dividends shall be delivered to the Grantee, or the Grantee’s personal representative, beneficiary or estate, as applicable, within thirty (30) days after the first business day that is more than six (6) months after the date of his or her separation from service (or, if the Grantee dies during such six- (6-) month period, within thirty (30) days after the Grantee’s death).

(c) In the event that any taxes described in Section 8 of this Agreement are due prior to the distribution of shares of Common Stock underlying the RSUs, then the Grantee shall be required to satisfy the tax obligation by using the method set forth in Section 8(i).

14. Confidentiality and Non-Solicitation.

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

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

software codes and computer programs; training manuals; policy and procedure manuals; raw materials sources, price and cost information; administrative techniques and documents; and any information received by the Company under an obligation of confidentiality to a third party.

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

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

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

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

(b) Confidentiality

(1) During the Grantee’s employment and for a period of five (5) years thereafter, regardless of whether the Grantee’s separation is voluntary or involuntary or the reason therefor, the Grantee shall not use any Tangible Company Property, nor any Confidential Information or Trade Secrets, that comes into the Grantee’s possession in any

way by reason of the Grantee's employment, except for the benefit of the Company in the course of the Grantee's employment by it, and not in competition with or to the detriment of the Company. The Grantee also will not remove any Tangible Company Property from premises owned, used or leased by the Company except as the Grantee's duties shall require and as authorized by the Company, and upon termination of the Grantee's employment, all Confidential Information, Trade Secrets, and Tangible Company Property (including all paper and electronic copies) will be turned over immediately to the Company, and the Grantee shall retain no copies thereof.

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

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

(c) *Inventions and Designs*

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

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

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

(4) The Grantee agrees to execute all papers and otherwise provide assistance to the Company to enable it to obtain patents, copyrights, trademarks or other legal protection for Inventions in any country during, or after, the period of the Grantee's employment. Such assistance shall include but not be limited to preparation and modification

(or both) of patent, copyright or trademark applications, preparation and modification (or both) of any documents related to perfecting the Company's title to the Inventions, and assistance in any litigation which may result or which may become necessary to obtain, assert, or defend the validity of any such patent, copyright or trademark or otherwise relates to such patent, copyright or trademark.

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

(e) Enforcement.

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

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

15. Data Privacy Consent. The Grantee hereby consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement by the Company and its affiliates for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Grantee understands that the Company and its affiliates hold certain personal information about the Grantee, including, but not limited to, name,

home address and telephone number, date of birth, Social Security number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other entitlement to shares of stock or stock units awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Grantee's favor for the purpose of implementing, managing and administering the Plan ("**Data**"). The Grantee understands that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Grantee's country or elsewhere and that the recipient country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the local human resources representative. The Grantee authorizes the recipients of Data to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data, as may be required to a broker or other third party with whom the Grantee may elect to deposit any shares or other award acquired under the Plan. The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. The Grantee understands that the Grantee may, at any time, view Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting the local human resources representative in writing. The Grantee understands that refusing or withdrawing consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of refusing to consent or withdrawing consent, the Grantee understands that the Grantee may contact his or her local human resources representative.

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

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

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

NEWELL BRANDS INC.

A handwritten signature in black ink, appearing to read 'Bradford R. Turner', with a long horizontal flourish extending to the right.

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

**NEWELL RUBBERMAID INC. 2013 INCENTIVE PLAN
2016 RESTRICTED STOCK UNIT AWARD AGREEMENT**

**Performance Criteria Applicable to
Performance-Based RSUs**

1. The Performance-Based RSUs covered by the Award will be subject to analysis with respect to the following Total Shareholder Return (“TSR”) Comparator Group members:

3M Company	The Estee Lauder Companies Inc.
Avery Dennison Corporation	Illinois Tools Works Inc.
Brother Industries, Ltd.	Kimberly-Clark Corporation
The Clorox Company	Masco Corporation
Colgate-Palmolive Company	Mattel, Inc.
Danaher Corporation	Mitsubishi Electric Corporation
Dorel Industries, Inc.	The Sherwin-Williams Company
Ecolab, Inc.	Societe Bic SA
Electrolux AB	Stanley Black and Decker Inc.
Emerson Electric Co.	VF Corporation
	Whirlpool Corporation

2. The Company’s ranking (in the range of highest to lowest) in the TSR Comparator Group at the end of the performance period beginning May 11, 2016, and ending March 31, 2019, will be determined by the Committee on the basis of the following formula applied to each of the members in the TSR Comparator Group (with the highest number ranked first and the lowest number ranked last):

$$\frac{(\text{Change in Stock Price}) + (\text{Dividends})}{(\text{Beginning Stock Price})}$$

For this purpose, the beginning stock price will be the average closing stock price for the period of February 12, 2016 to May 10, 2016; and the ending stock price will be the average closing price for the period January 1, 2019 to March 31, 2019.

3. The number of Performance-Based RSUs will be *multiplied* by an interpolated percentage attributable to the Company’s ranking in the TSR Comparator Group as set forth below:

The TSR Comparator Group member with the highest ranking will have a percentage of 200%, and the member last in the TSR Comparator Group will have a percentage of 0%. However, in the event the Company’s ranking in the TSR Comparator Group is in the bottom quartile of the remaining companies of the TSR Comparator Group at the end of the

performance period (i.e., March 31, 2019), no payment shall be made regardless of the interpolated percentage. TSR Comparator Group members between the highest ranking and lowest ranking will have interpolated percentages. For example, if the initial TSR Comparator Group has 22 companies at the beginning of the performance period and 3 of the companies have been merged out of existence by the end of the performance period, the interpolated percentages will be based on where the Company ranks among the remaining 19 companies as follows:

Rank (Highest to Lowest)	<u>Percentage</u>	<u>Percentage</u>
1 st	200 %	200 %
2 nd	188.9 %	188.9 %
3 rd	177.8 %	177.8 %
4 th	166.7 %	166.7 %
5 th	155.6 %	155.6 %
6 th	144.4 %	144.4 %
7 th	133.3 %	133.3 %
8 th	122.2 %	122.2 %
9 th	111.1 %	111.1 %
10 th	100.0 %	100.0 %
11 th	88.9 %	88.9 %
12 th	77.8 %	77.8 %
13 th	66.7 %	66.7 %
14 th	55.6 %	55.6 %
15 th	44.5 %	44.5 %
16 th	33.4 %	0 %
17 th	22.3 %	0 %
18 th	11.2 %	0 %
19 th	0 %	0 %

Newell Brands Appoints Ralph Nicoletti Chief Financial Officer

ATLANTA, May 13, 2016 – Newell Brands Inc. (NYSE: NWL) announced today that the company has appointed Ralph Nicoletti Executive Vice President and Chief Financial Officer, effective June 8, 2016. The announcement follows the recent combination of Newell Rubbermaid and Jarden Corporation, which closed on April 15, 2016, forming a new \$16 billion consumer goods powerhouse.

Nicoletti has served as the Chief Financial Officer of global, publicly-traded corporations for almost ten years. He joins Newell Brands from Tiffany & Company, an internationally renowned global jeweler, specialty retailer and manufacturer, where he led the worldwide financial and information technology functions as the Executive Vice President and Chief Financial Officer. Prior to joining Tiffany & Company, Nicoletti was Chief Financial Officer of CIGNA Corporation and Alberto Culver, and held various senior finance positions at Kraft Foods, including Senior Vice President of Finance of Kraft Foods North America.

“I am very pleased to welcome Ralph to the Newell Brands executive team,” said Newell Brands Chief Executive Officer Michael Polk. “Ralph brings over thirty years of finance experience to the company and has a very strong track record leading financial functions and executing growth strategies at a number of successful publicly-traded, global companies. Ralph’s appointment is indicative of the world-class talent we are attracting as a \$16 billion company with a portfolio of leading consumer brands. Ralph will be a key partner to me in helping Newell Brands scale our operating model, deliver our growth and financial objectives, and tell the Newell Brands story to our investors.”

“I am excited to join Newell Brands during such a transformational time in the company’s history,” said Nicoletti. “The creation of Newell Brands presents many exciting opportunities, and I look forward to leveraging my experience to help the team achieve its business goals, build the finance function, and drive the company to realize its full potential.”

As Chief Financial Officer, Nicoletti will initially focus on leading the development of a high-performing finance function to fully capture the value creation associated with the company’s recent combination with Jarden and driving the company’s efforts to strengthen operating cash flow and streamline cash management in service to achievement of the company’s projected leverage targets.

With the appointment of Nicoletti, current Chief Financial Officer John Stipancich will leave the company to pursue other interests. As previously announced, Al LeFevre, former Chief Financial Officer of Jarden Corporation, left the company upon the closing of the Jarden transaction. “I want to thank John and Al for their long-standing service at Newell Rubbermaid and Jarden and wish them well in their future endeavors,” Polk added.

About Newell Brands

Newell Brands (NYSE: 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®, Jostens®, Marmot®, Rawlings®, Irwin®, Lenox®, Oster®, Sunbeam®, FoodSaver®, Mr. Coffee®, Rubbermaid Commercial Products®, Graco®, Baby Jogger®, NUK®, Calphalon®, Rubbermaid®, Contigo®, First Alert®, Waddington and Yankee Candle®. Driven by a sharp focus on the consumer, leading investment in innovation and brands, and a performance-driven culture, Newell Brands helps consumers achieve more 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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