

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

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 2, 2023

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to  
Commission file number: 001-15141

MillerKnoll, Inc.

(Exact name of registrant as specified in its charter)

Michigan

(State or other jurisdiction of  
incorporation or organization)

38-0837640

(I.R.S. Employer Identification No.)

855 East Main Avenue

Zeeland, MI 49464

(Address of principal executive offices and zip code)

(616) 654-3000

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.20 per share	MLKN	Nasdaq Global Select Market

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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

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

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

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

As of October 6, 2023, MillerKnoll, Inc. had 73,483,407 shares of common stock outstanding.

MillerKnoll, Inc.  
Form 10-Q  
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PART I - FINANCIAL INFORMATION

Item 1: Financial Statements

MillerKnoll, Inc.

Condensed Consolidated Statements of Comprehensive Income (Loss)

(Dollars in millions, except share data) (Unaudited)	Three Months Ended	
	September 2, 2023	September 3, 2022
Net sales	\$ 917.7	\$ 1,078.8
Cost of sales	559.6	706.7
Gross margin	358.1	372.1
Operating expenses:		
Selling, general and administrative	290.5	296.9
Restructuring expense	5.2	0.5
Design and research	22.1	23.9
Total operating expenses	317.8	321.3
Operating earnings	40.3	50.8
Interest expense	19.2	16.7
Interest and other investment income	2.2	0.4
Other expense, net	2.2	0.8
Earnings before income taxes and equity income	21.1	33.7
Income tax expense	5.1	6.3
Equity income from nonconsolidated affiliates, net of tax	0.1	—
Net earnings	16.1	27.4
Net (loss) earnings attributable to redeemable noncontrolling interests	(0.6)	1.6
Net earnings attributable to MillerKnoll, Inc.	\$ 16.7	\$ 25.8
Earnings per share - basic	\$ 0.22	\$ 0.34
Earnings per share - diluted	\$ 0.22	\$ 0.34
Other comprehensive income (loss), net of tax		
Foreign currency translation adjustments	\$ 3.9	\$ (72.5)
Pension and post-retirement liability adjustments	(0.1)	0.4
Unrealized gain on interest rate swap agreement	7.8	14.3
Other comprehensive income (loss), net of tax	\$ 11.6	\$ (57.8)
Comprehensive income (loss)	27.7	(30.4)
Comprehensive (loss) income attributable to redeemable noncontrolling interests	(0.6)	1.7
Comprehensive income (loss) attributable to MillerKnoll, Inc.	\$ 28.3	\$ (32.1)

See accompanying notes to Condensed Consolidated Financial Statements.

MillerKnoll, Inc.

Condensed Consolidated Balance Sheets

(Dollars in millions, except share data)

(Unaudited)

	September 2, 2023	June 3, 2023
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 217.5	\$ 223.5
Accounts receivable, net of allowance of \$7.4 and \$6.4	298.0	334.1
Unbilled accounts receivable	25.1	29.4
Inventories, net	473.2	487.4
Prepaid expenses	76.3	92.7
Other current assets	7.6	9.1
Total current assets	1,097.7	1,176.2
Property and equipment, at cost	1,585.4	1,570.7
Less — accumulated depreciation	(1,055.5)	(1,034.4)
Net property and equipment	529.9	536.3
Right of use assets	399.2	415.9
Goodwill	1,223.6	1,221.7
Indefinite-lived intangibles	481.4	480.7
Other amortizable intangibles, net of accumulated amortization of \$195.0 and \$185.2	304.9	313.1
Other noncurrent assets	146.5	130.9
Total Assets	\$ 4,183.2	\$ 4,274.8
<b>LIABILITIES, REDEEMABLE NONCONTROLLING INTERESTS &amp; STOCKHOLDERS' EQUITY</b>		
Current Liabilities:		
Accounts payable	\$ 252.0	\$ 269.5
Short-term borrowings and current portion of long-term debt	36.3	33.4
Accrued compensation and benefits	88.1	61.7
Short-term lease liability	75.5	77.1
Accrued warranty	20.7	20.8
Customer deposits	97.5	93.8
Other accrued liabilities	134.4	146.5
Total current liabilities	704.5	702.8
Long-term debt	1,298.8	1,365.1
Pension and post-retirement benefits	7.7	7.5
Lease liabilities	377.0	393.7
Other liabilities	265.3	265.5
Total Liabilities	2,653.3	2,734.6
Redeemable noncontrolling interests	107.6	107.6
Stockholders' Equity:		
Preferred stock, no par value (10,000,000 shares authorized, none issued)	—	—
Common stock, \$0.20 par value (240,000,000 shares authorized, 74,405,225 and 75,698,670 shares issued and outstanding in fiscal 2024 and 2023, respectively)	14.9	15.1
Additional paid-in capital	812.2	836.5
Retained earnings	678.7	676.1
Accumulated other comprehensive loss	(83.5)	(95.1)
Total Stockholders' Equity	1,422.3	1,432.6
Total Liabilities, Redeemable Noncontrolling Interests, and Stockholders' Equity	\$ 4,183.2	\$ 4,274.8

See accompanying notes to Condensed Consolidated Financial Statements.

MillerKnoll, Inc.

Condensed Consolidated Statements of Cash Flows

	Three Months Ended	
	September 2, 2023	September 3, 2022
(Dollars in millions)		
(Unaudited)		
Cash Flows from Operating Activities:		
Net earnings	\$ 16.1	\$ 27.4
Adjustments to reconcile net earnings to net cash (used in) provided by operating activities:		
Depreciation and amortization	37.2	39.6
Stock-based compensation	6.4	5.4
Amortization of deferred financing costs	1.2	1.2
Deferred taxes	—	0.1
Restructuring expense	5.2	0.5
Decrease (increase) in current assets	73.3	(47.2)
(Decrease) in current liabilities	(4.8)	(91.2)
Other, net	(3.7)	(0.6)
Net Cash Provided by (Used in) Operating Activities	130.9	(64.8)
Cash Flows from Investing Activities:		
Notes receivables issued	(6.5)	(4.5)
Capital expenditures	(19.9)	(17.3)
Proceeds from loan on cash surrender value of life insurance	—	13.5
Other, net	0.1	(1.9)
Net Cash (Used in) Investing Activities	(26.3)	(10.2)
Cash Flows from Financing Activities:		
Repayments of long-term debt	(6.6)	(6.6)
Proceeds from credit facility	153.1	401.4
Repayments of credit facility	(212.5)	(290.5)
Dividends paid	(14.2)	(14.2)
Common stock issued	0.8	1.7
Common stock repurchased and retired	(32.0)	(14.3)
Other, net	0.3	(0.5)
Net Cash (Used in) Provided by Financing Activities	(111.1)	77.0
Effect of Exchange Rate Changes on Cash and Cash Equivalents	0.5	(16.5)
Net Decrease in Cash and Cash Equivalents	(6.0)	(14.5)
Cash and Cash Equivalents, Beginning of Period	223.5	230.3
Cash and Cash Equivalents, End of Period	\$ 217.5	\$ 215.8

See accompanying notes to Condensed Consolidated Financial Statements.

MillerKnoll, Inc.

Condensed Consolidated Statements of Stockholders' Equity

Three Months Ended September 2, 2023							
(Dollars in millions, except share data)	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Deferred Compensation Plan	MillerKnoll, Inc. Stockholders' Equity
	Shares	Amount					
(Unaudited)							
June 3, 2023	75,698,670	\$ 15.1	\$ 836.5	\$ 676.1	\$ (95.1)	\$ —	\$ 1,432.6
Net earnings	—	—	—	16.7	—	—	16.7
Other comprehensive income, net of tax	—	—	—	—	11.6	—	11.6
Stock-based compensation expense	(983)	—	6.4	—	—	—	6.4
Restricted and performance stock units released	332,566	0.1	0.1	—	—	—	0.2
Employee stock purchase plan issuances	45,107	—	0.9	—	—	—	0.9
Repurchase and retirement of common stock	(1,670,135)	(0.3)	(31.7)	—	—	—	(32.0)
Dividends declared (\$0.1875 per share)	—	—	—	(14.1)	—	—	(14.1)
Other	—	—	—	—	—	—	—
September 2, 2023	74,405,225	\$ 14.9	\$ 812.2	\$ 678.7	\$ (83.5)	\$ —	\$ 1,422.3

Three Months Ended September 3, 2022							
(Dollars in millions, except share data)	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Deferred Compensation Plan	MillerKnoll, Inc. Stockholders' Equity
	Shares	Amount					
(Unaudited)							
May 28, 2022	75,824,241	\$ 15.2	\$ 825.7	\$ 693.3	\$ (107.1)	\$ —	\$ 1,427.1
Net earnings	—	—	—	25.8	—	—	25.8
Other comprehensive loss, net of tax	—	—	—	—	(57.8)	—	(57.8)
Stock-based compensation expense	(13,474)	—	5.4	—	—	—	5.4
Exercise of stock options	43,469	—	1.0	—	—	—	1.0
Restricted and performance stock units released	160,551	—	0.1	—	—	—	0.1
Employee stock purchase plan issuances	35,753	—	0.8	—	—	—	0.8
Repurchase and retirement of common stock	(494,509)	(0.1)	(14.2)	—	—	—	(14.3)
Dividends declared (\$0.1875 per share)	—	—	—	(14.3)	—	—	(14.3)
Other	—	—	0.5	0.5	—	—	1.0
September 3, 2022	75,556,031	\$ 15.1	\$ 819.3	\$ 705.3	\$ (164.9)	\$ —	\$ 1,374.8

See accompanying notes to Condensed Consolidated Financial Statements.

# Notes to Condensed Consolidated Financial Statements

(Dollars in millions, except share data)

(unaudited)

## 1. Description of Business

MillerKnoll, Inc. (the "Company") researches, designs, manufactures, sells, and distributes interior furnishings for use in various environments including residential, office, healthcare, and educational settings and provides related services that support organizations and individuals all over the world. The Company's products are sold primarily through the following channels: independent contract office furniture dealers, direct customer sales, owned and independent retailers, direct-mail catalogs, and the Company's eCommerce platforms.

MillerKnoll is a collective of dynamic brands that comes together to design the world we live in. A global leader in design, MillerKnoll includes Herman Miller® and Knoll®, as well as Colebrook Bosson Saunders®, DatesWeiser®, Design Within Reach®, Edelman®, Geiger®, HAY®, Holly Hunt®, Knoll Textiles®, Maharam®, Muuto®, NaughtOne®, and Spinneybeck®/FilzFelt®. MillerKnoll represents over 100 years of design research and exploration in service of humanity. The Company is united by a belief in design as a tool to create positive impact and shape a more sustainable, caring, and beautiful future for all people and the planet.

## Basis of Presentation

The Condensed Consolidated Financial Statements have been prepared by MillerKnoll, Inc. in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. Management believes the disclosures made in this document are adequate with respect to interim reporting requirements. Unless otherwise noted or indicated by the context, all references to "MillerKnoll," "we," "our," "Company" and similar references are to MillerKnoll, Inc., its predecessors, and controlled subsidiaries.

The accompanying unaudited Condensed Consolidated Financial Statements, taken as a whole, contain all adjustments that are of a normal recurring nature necessary to present fairly the financial position of the Company as of September 2, 2023. Operating results for the three months ended September 2, 2023 are not necessarily indicative of the results that may be expected for the year ending June 1, 2024 ("fiscal 2024"). These Condensed Consolidated Financial Statements should be read in conjunction with the financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended June 3, 2023 ("fiscal 2023"). All intercompany transactions have been eliminated in the Condensed Consolidated Financial Statements. The financial statements of equity method investments are not consolidated.

The Company's fiscal year is the 52 or 53 week period ending on the Saturday closest to May 31. The fiscal year ending June 1, 2024 contains 52 weeks, while fiscal year ended June 3, 2023 ("fiscal 2023") contained 53 week. The first quarter of fiscal 2024 contained 13 weeks and the first quarter of fiscal 2023 contained 14 weeks.

## 2. Recently Issued Accounting Standards

The Company evaluates all Accounting Standards Updates ("ASUs") issued by the Financial Accounting Standards Board ("FASB") for consideration of their applicability to our consolidated financial statements. We have assessed all ASUs issued but not yet adopted and concluded that those not disclosed are not relevant to the Company or are not expected to have a material impact.

3. Revenue from Contracts with Customers

Disaggregated Revenue

Revenue disaggregated by contract type is provided in the table below:

(In millions)	Three Months Ended	
	September 2, 2023	September 3, 2022
Net Sales:		
Single performance obligation		
Product revenue	\$ 845.5	\$ 1,007.7
Multiple performance obligations		
Product revenue	68.7	66.5
Service revenue	1.0	1.2
Other	2.5	3.4
Total	\$ 917.7	\$ 1,078.8

The Company internally reports and evaluates products based on the categories Workplace, Performance Seating, Lifestyle and Other. A description of these categories is included below.

The Workplace category includes products centered on creating highly functional and productive settings for both groups and individuals. This category focuses on the development of products, beyond seating, that define boundaries, support work and enable productivity.

The Performance Seating category includes products centered on seating ergonomics, productivity and function across an evolving and diverse range of settings. This category focuses on the development of ergonomic seating solutions for specific use cases requiring more than basic utility.

The Lifestyle category includes products focused on bringing spaces to life through beautiful yet functional products. This category focuses on the development of products that support a way of living, in thoughtful yet elevated ways. The products in this category help create emotive and visually appealing spaces via a portfolio that offers diversity in aesthetics, price and performance.

The Other category primarily consists of textiles, uncategorized product sales, and service sales.

Revenue disaggregated by product type and reportable segment is provided in the table below:

(In millions)	Three Months Ended	
	September 2, 2023	September 3, 2022
Americas Contract:		
Workplace	\$ 324.2	\$ 338.7
Performance Seating	103.3	115.7
Lifestyle	60.6	74.3
Other	2.3	8.7
Total Americas Contract	\$ 490.4	\$ 537.4
International Contract & Specialty:		
Workplace	\$ 38.7	\$ 44.4
Performance Seating	52.6	68.8
Lifestyle	88.4	102.7
Other	48.6	56.6
Total International Contract & Specialty	\$ 228.3	\$ 272.5
Global Retail:		
Workplace	\$ 4.2	\$ 27.5
Performance Seating	42.1	51.2
Lifestyle	152.5	189.8
Other	0.2	0.4
Total Global Retail	\$ 199.0	\$ 268.9
Total	\$ 917.7	\$ 1,078.8

In the current year, certain products were reclassified within the Performance Seating, Lifestyle, and Other categories based on management's internal reporting of the performance of these product lines. The prior year has been restated to reflect these changes.

Refer to Note 15 of the Condensed Consolidated Financial Statements for further information related to our reportable segments.

Contract Balances

Customers may make payments before the satisfaction of the Company's performance obligation and recognition of revenue. These payments represent contract liabilities and are included within the caption "Customer deposits" in the Condensed Consolidated Balance Sheets. During the three months ended September 2, 2023 and September 3, 2022, the Company recognized Net sales of \$47.5 million and \$79.1 million respectively, related to customer deposits that were included in the balance sheet as of June 3, 2023 and May 28, 2022.

4. Acquisitions

Knoll, Inc.

On July 19, 2021, the Company completed the acquisition of Knoll, a leader in the design, manufacture, marketing and sale of high-end furniture products and accessories for workplace and residential markets. The Company has included the financial results of Knoll in the condensed consolidated financial statements from the date of acquisition. The transaction costs associated with the acquisition, which included financial advisory, legal, proxy filing, regulatory and financing fees, were approximately \$30.0 million for the twelve months ended May 28, 2022 and were recorded in general and administrative expenses.

Under the terms of the Agreement and Plan of Merger, each issued and outstanding share of Knoll common stock (excluding shares exercising dissenters rights, shares owned by Knoll as treasury stock, shares owned by the deal parties or their subsidiaries, or shares subject to Knoll restricted stock awards) was converted into a right to receive 0.32 shares of Herman Miller, Inc. (now MillerKnoll, Inc.) common stock and \$11.00 in cash, without interest. The acquisition date fair value of the consideration transferred for Knoll was \$1,887.3 million, which consisted of the following (in millions, except share amounts):

	Knoll Shares	Herman Miller, Inc (now MillerKnoll, Inc.) Shares Exchanged	Fair Value
<b>Cash Consideration:</b>			
Shares of Knoll Common Stock issued and outstanding at July 19, 2021	49,444,825		\$ 543.9
Knoll equivalent shares for outstanding option awards, outstanding awards of restricted common stock held by non-employee directors and outstanding awards of performance units held by individuals who are former employees of Knoll and remain eligible to vest at July 19, 2021	184,857		1.4
Total number of Knoll shares for cash consideration	49,629,682		
Shares of Knoll Preferred Stock issued and outstanding at July 19, 2021	169,165		254.4
Consideration for payment to settle Knoll's outstanding debt			376.9
<b>Share Consideration:</b>			
Shares of Knoll Common Stock issued and outstanding at July 19, 2021	49,444,825		
Knoll equivalent shares for outstanding awards of restricted common stock held by non-employee directors and outstanding awards of performance units held by individuals who are former employees of Knoll and remain eligible to vest at July 19, 2021	74,857		
Total number of Knoll shares for share consideration	49,519,682	15,843,921	688.3
<b>Replacement Share-Based Awards:</b>			
Outstanding awards of Knoll Restricted Stock and Performance units relating to Knoll Common Stock at July 19, 2021			22.4
Total acquisition date fair value of consideration transferred			\$ 1,887.3

The aggregate cash paid in connection with the Knoll acquisition was \$1,176.6 million. MillerKnoll funded the acquisition through cash on-hand and debt proceeds, as described in "Note 13. Short-Term Borrowings and Long-Term Debt."

Outstanding unvested restricted stock awards, performance stock awards, performance stock units and restricted stock units with a fair value of \$53.4 million converted into Company awards. Of the total fair value, \$22.4 million was allocated to purchase consideration and \$31.0 million was allocated to future services and is being expensed over the remaining service periods on a straight-line basis. Per the terms of the converted awards any qualifying termination within the twelve months subsequent to the acquisition resulted in accelerated vesting and related recognition of expense.

The transaction was accounted for as a business combination which requires that assets and liabilities assumed be recognized at their fair value as of the acquisition date. The following table summarizes the fair value of assets acquired and liabilities assumed as of the date of acquisition:

(In millions)		Fair Value
Cash	\$	88.0
Accounts receivable		82.3
Inventories		219.9
Other current assets		29.2
Property and equipment		296.5
Right-of-use assets		202.7
Intangible assets		756.6
Goodwill		903.5
Other noncurrent assets		25.1
Total assets acquired		2,603.8
Accounts payable		144.0
Other current liabilities		153.1
Lease liabilities		177.8
Other liabilities		241.6
Total liabilities assumed		716.5
Net Assets Acquired	\$	1,887.3

The excess of purchase consideration over the fair value of net tangible and identifiable intangible assets acquired was recorded as goodwill. Goodwill is attributed to the assembled workforce of Knoll and anticipated operational synergies. Goodwill related to the acquisition was allocated to each of the reporting segments with a total value as of the opening balance sheet date of \$903.5 million. Goodwill arising from the acquisition is not deductible for tax reporting purposes.

Certain measurement period adjustments were made during the twelve months ended May 28, 2022 to the preliminary fair values resulting in a net decrease to goodwill of \$22.4 million primarily related to adjustments to the value of certain liabilities acquired and the fair value of intangible assets acquired. The allocation of purchase price was completed in the fourth quarter of fiscal year 2022.

The following table summarizes the acquired identified intangible assets, valuation method employed, useful lives and fair value, as determined by the Company as of the acquisition date:

(In millions)	Valuation Method	Useful Life (years)	Fair Value
Backlog	Multi-Period Excess Earnings	Less than 1 Year	\$ 27.6
Trade name - indefinite lived	Relief from Royalty	Indefinite	418.0
Trade name - amortizing	Relief from Royalty	5-10 Years	14.0
Designs	Relief from Royalty	9-15 years	40.0
Customer Relationships	Multi-Period Excess Earnings	2-15 years	257.0
Total			\$ 756.6

## 5. Inventories, net

(In millions)	September 2, 2023	June 3, 2023
Finished goods and work in process	\$ 349.1	\$ 357.2
Raw materials	124.1	130.2
Total	\$ 473.2	\$ 487.4

Inventories are primarily valued using the first-in first-out method.

6. Goodwill and Indefinite-Lived Intangibles

Goodwill and other indefinite-lived intangible assets included in the Condensed Consolidated Balance Sheets consisted of the following as of September 2, 2023 and June 3, 2023:

(In millions)	Americas Contract		International Contract & Specialty		Global Retail		Total
June 3, 2023							
Goodwill	\$	565.1	\$	303.0	\$	479.1	\$ 1,347.2
Foreign currency translation adjustments		0.7		0.6		0.6	1.9
Accumulated impairment losses		(36.7)		—		(88.8)	(125.5)
September 2, 2023	\$	529.1	\$	303.6	\$	390.9	\$ 1,223.6

Other indefinite-lived assets included in the Consolidated Balance Sheets consist of the following:

(In millions)	Indefinite-lived Intangible Assets	
June 3, 2023	\$	480.7
Foreign currency translation adjustments		0.7
September 2, 2023	\$	481.4

Goodwill is tested for impairment at the reporting unit level annually, or more frequently when events or changes in circumstances indicate that the fair value of a reporting unit has more likely than not declined below its carrying value. When testing goodwill for impairment, the Company may first assess qualitative factors. If an initial qualitative assessment identifies that it is more likely than not that the carrying value of a reporting unit exceeds its estimated fair value, additional quantitative testing is performed. The Company may also elect to bypass the qualitative testing and proceed directly to the quantitative testing. If the quantitative testing indicates that goodwill is impaired, the carrying value of goodwill is written down to fair value.

During the third quarter of fiscal year 2023, the Company assessed changes in circumstances that occurred during the quarter to determine if it was more likely than not that the fair values of any reporting units were below their carrying amounts. Although our annual impairment test is performed during the fourth quarter, we perform this qualitative assessment each interim reporting period.

While there was no single determinate event, the consideration in totality of several factors that developed during the third quarter of fiscal year 2023 led us to conclude that it was more likely than not that the fair value of the Global Retail reporting unit was below its carrying amount. These factors included: (i) the decision to discontinue stand-alone operations of the Fully brand and (ii) the assessment of our third quarter results, for which the performance of the Global Retail reporting unit was below management's expectations.

Accordingly, the Company performed an interim quantitative impairment analysis as of March 4, 2023 to determine the fair value of the Global Retail reporting unit as compared to the carrying value. In performing the quantitative impairment test, the Company determined that the fair value of the Global Retail reporting unit exceeded the carrying amount and, as such, the reporting unit was not impaired. The Company determined that the Global Retail reporting unit exceeded its carrying value by 1% and therefore has a heightened risk of future impairments if any assumptions, estimates or market factors change in the future.

Each of the reporting units was reviewed for impairment using a qualitative assessment as of March 31, 2023, our annual testing date. In performing the qualitative impairment test for fiscal year 2023, the Company determined that the fair value of its reporting units exceeded the carrying amount and, as such, these reporting units were not impaired.

During the first quarter of fiscal year 2024, the Company performed an assessment to determine whether there were indicators of a triggering event which could indicate the carrying amount of the reporting units may not be supported by the fair value. No indicators of a triggering event for potential impairment were noted in the first quarter of fiscal 2024.

The Company generally uses the discounted cash flow method under a weighting of the income and market approach to estimate the fair value of our reporting units. These approaches are based on a discounted cash flow analysis and observable comparable company information that use several inputs, including:

- actual and forecasted revenue growth rates and operating margins,
- discount rates based on the reporting unit's weighted average cost of capital, and
- revenue and EBITDA of comparable companies

The Company had selected the assumptions used in the financial forecasts using historical data, supplemented by current and anticipated market conditions, management's long-term strategic plans, and guideline companies.

Intangible assets with indefinite useful lives are not subject to amortization and are evaluated annually for impairment, or more frequently when events or changes in circumstances indicate that the fair value of an intangible asset may not be recoverable. Management has not identified any events or changes in circumstances that may indicate that an indefinite-lived intangible is more likely than not to be impaired as of the first quarter of fiscal year 2024.

## 7. Employee Benefit Plans

The following table summarizes the components of net periodic benefit cost for the Company's defined benefit pension plans:

(In millions)	Pension Benefits			
	Three Months Ended September 2, 2023		Three Months Ended September 3, 2022	
	Domestic	International	Domestic	International
Service cost	\$ —	\$ —	\$ —	\$ —
Interest cost	1.5	1.0	1.5	0.8
Expected return on plan assets <sup>(1)</sup>	(2.3)	(1.3)	(2.0)	(1.2)
Expected administrative expenses	0.2	—	0.1	—
Net amortization loss	—	—	—	0.6
Net periodic benefit (income) cost	<u>\$ (0.6)</u>	<u>\$ (0.3)</u>	<u>\$ (0.4)</u>	<u>\$ 0.2</u>

(1) The weighted-average expected long-term rate of return on plan assets is 6.00%.

## 8. Earnings Per Share

The following table reconciles the numerators and denominators used in the calculations of basic and diluted earnings per share ("EPS") for the three months ended:

	Three Months Ended	
	September 2, 2023	September 3, 2022
<b>Numerators:</b>		
Numerator for both basic and diluted EPS, Net earnings (loss) attributable to MillerKnoll, Inc. - in millions	<u>\$ 16.7</u>	<u>\$ 25.8</u>
<b>Denominators:</b>		
Denominator for basic EPS, weighted-average common shares outstanding	75,327,544	75,482,572
Potentially dilutive shares resulting from stock plans	<u>379,992</u>	<u>784,394</u>
Denominator for diluted EPS	<u>75,707,536</u>	<u>76,266,966</u>
Antidilutive equity awards not included in weighted-average common shares - diluted	3,783,297	823,497

9. Stock-Based Compensation

The following table summarizes the stock-based compensation expense and related income tax effect for the three months ended:

(In millions)	Three Months Ended			
	September 2, 2023		September 3, 2022	
Stock-based compensation expense	\$	6.4	\$	5.4
Related income tax effect	\$	1.6	\$	1.3

Certain Company equity-based compensation awards contain provisions that allow for continued vesting into retirement. Stock-based awards are considered fully vested for expense attribution purposes when the employee's retention of the award is no longer contingent on providing subsequent service.

10. Income Taxes

The Company's process for determining the provision for income taxes for the three months ended September 2, 2023 involved using an estimated annual effective tax rate which was based on expected annual income and statutory tax rates across the various jurisdictions in which it operates. The effective tax rates were 24.4% and 18.8%, respectively, for the three month periods ended September 2, 2023 and September 3, 2022. The year over year change in the effective tax rate for the three months ended September 2, 2023 resulted from the current year quarter reporting pre-tax book income with unfavorable discrete compensation impacts in the United States. The same quarter of the prior year had favorable tax credit impacts in the United States.

For the three months ended September 2, 2023, the effective tax rate is higher than the United States federal statutory rate due to an unfavorable discrete tax adjustment in the current quarter related to stock compensation in the United States. For the three months ended September 3, 2022, the effective tax rate was lower than the United States federal statutory rate due to the favorable impact of increased foreign tax credits in the United States resulting from the recapture of prior year overall domestic loss.

The Company recognizes interest and penalties related to uncertain tax benefits through Income tax expense in its Condensed Consolidated Statements of Comprehensive Income. Interest and penalties recognized in the Company's Condensed Consolidated Statements of Comprehensive Income were negligible for the three months ended September 2, 2023 and September 3, 2022.

The Company's recorded liability for potential interest and penalties related to uncertain tax benefits was:

(In millions)	September 2, 2023		June 3, 2023	
Liability for interest and penalties	\$	0.8	\$	0.7
Liability for uncertain tax positions, current	\$	1.6	\$	1.6

The Company is subject to periodic audits by domestic and foreign tax authorities. Currently, the Company is undergoing routine periodic audits in both domestic and foreign tax jurisdictions. It is reasonably possible that the amounts of unrecognized tax benefits could change in the next twelve months because of the audits. Tax payments related to these audits, if any, are not expected to be material to the Company's Condensed Consolidated Statements of Comprehensive Income.

For the majority of tax jurisdictions, the Company is no longer subject to state, local, or non-United States income tax examinations by tax authorities for fiscal years before 2020.

11. Fair Value Measurements

The Company's financial instruments consist of cash equivalents, marketable securities, accounts and notes receivable, deferred compensation plan, accounts payable, debt, interest rate swaps, foreign currency exchange contracts, redeemable noncontrolling interests, indefinite-lived intangible assets and right-of-use assets. The Company's financial instruments, other than long-term debt, are recorded at fair value.

The carrying value and fair value of the Company's long-term debt, including current maturities, is as follows for the periods indicated:

(In millions)		September 2, 2023		June 3, 2023	
Carrying value		\$	1,350.1	\$	1,414.4
Fair value		\$	1,364.0	\$	1,378.2

The following describes the methods the Company uses to estimate the fair value of financial assets and liabilities recorded in net earnings, which have not significantly changed in the current period:

Cash and cash equivalents — The Company invests excess cash in short term investments in the form of money market funds, which are valued using net asset value ("NAV").

Mutual Funds-equity — The Company's equity securities primarily include equity mutual funds. The equity mutual fund investments are recorded at fair value using quoted prices for similar securities.

Deferred compensation plan — The Company's deferred compensation plan primarily includes various domestic and international mutual funds that are recorded at fair value using quoted prices for similar securities.

Foreign currency exchange contracts — The Company's foreign currency exchange contracts are valued using an approach based on foreign currency exchange rates obtained from active markets. The estimated fair value of forward currency exchange contracts is based on month-end spot rates as adjusted by market-based current activity. These forward contracts are not designated as hedging instruments.

The following table sets forth financial assets and liabilities measured at fair value through net income and the respective pricing levels to which the fair value measurements are classified within the fair value hierarchy as of September 2, 2023 and June 3, 2023.

(In millions)	September 2, 2023				June 3, 2023			
	NAV		Quoted Prices with Other Observable Inputs (Level 2)		NAV		Quoted Prices with Other Observable Inputs (Level 2)	
<u>Financial Assets</u>								
Cash equivalents:								
Money market funds	\$	4.2	\$	—	\$	17.3	\$	—
Foreign currency forward contracts		—		0.6		—		1.3
Deferred compensation plan		—		18.0		—		16.3
Total	\$	4.2	\$	18.6	\$	17.3	\$	17.6
<u>Financial Liabilities</u>								
Foreign currency forward contracts		—		1.3		—		1.8
Total	\$	—	\$	1.3	\$	—	\$	1.8

The following describes the methods the Company uses to estimate the fair value of financial assets and liabilities recorded in other comprehensive income, which have not significantly changed in the current period:

Interest rate swap agreements — The value of the Company's interest rate swap agreements are determined using a market approach based on rates obtained from active markets. The interest rate swap agreements are designated as cash flow hedging instruments.

The following table sets forth financial assets and liabilities measured at fair value through other comprehensive income and the respective pricing levels to which the fair value measurements are classified within the fair value hierarchy as of September 2, 2023 and June 3, 2023.

(In millions)

(In millions)		September 2, 2023		June 3, 2023	
		Quoted Prices with Other Observable Inputs (Level 2)		Quoted Prices with Other Observable Inputs (Level 2)	
<u>Financial Assets</u>	<u>Balance Sheet Location</u>				
Interest rate swap agreement	Other noncurrent assets	\$	67.2	\$	59.9
Total		\$	67.2	\$	59.9
<u>Financial Liabilities</u>					
Interest rate swap agreement	Other liabilities	\$	—	\$	3.0
Total		\$	—	\$	3.0

#### Derivative Instruments and Hedging Activities

##### Foreign Currency Forward Contracts

The Company transacts business in various foreign currencies and has established a program that primarily utilizes foreign currency forward contracts to reduce the risks associated with the effects of certain foreign currency exposures. Under this program, the Company's strategy is to have increases or decreases in our foreign currency exposures offset by gains or losses on the foreign currency forward contracts to mitigate the risks and volatility associated with foreign currency transaction gains or losses. These foreign currency exposures typically arise from net liability or asset exposures in non-functional currencies on the balance sheets of our foreign subsidiaries. These foreign currency forward contracts generally settle within 30 days and are not used for trading purposes.

These forward contracts are not designated as hedging instruments. Accordingly, we record the fair value of these contracts as of the end of the reporting period in the Consolidated Balance Sheets with changes in fair value recorded within the Consolidated Statements of Comprehensive Income. The balance sheet classification for the fair values of these forward contracts is to Other current assets for unrealized gains and to Other accrued liabilities for unrealized losses. The Consolidated Statements of Comprehensive Income classification for the fair values of these forward contracts is to Other (income) expense, net, for both realized and unrealized gains and losses.

##### Interest Rate Swaps

The Company enters into interest rate swap agreements to manage its exposure to interest rate changes and its overall cost of borrowing. The Company's interest rate swap agreements exchange variable rate interest payments for fixed rate payments over the life of the agreement without the exchange of the underlying notional amounts. The notional amount of the interest rate swap agreements is used to measure interest to be paid or received. The differential paid or received on the interest rate swap agreements is recognized as an adjustment to interest expense.

The interest rate swaps were designated as cash flow hedges at inception and the facts and circumstances of the hedged relationships remain consistent with the initial quantitative effectiveness assessment in that the hedged instruments remain an effective accounting hedge as of September 2, 2023. Since a designated derivative meets hedge accounting criteria, the fair value of the hedge is recorded in the Consolidated Statements of Stockholders' Equity as a component of Accumulated other comprehensive loss, net of tax. The ineffective portion of the change in fair value of the derivatives is immediately recognized in earnings. The interest rate swap agreements are assessed for hedge effectiveness on a quarterly basis.

(In millions)	Notional Amount	Forward Start Date	Amendment Effective Date	Termination Date	Effective Fixed Interest Rate
September 2016 Interest Rate Swap	\$ 150.0	January 3, 2018	February 3, 2023	January 3, 2028	1.910 %
June 2017 Interest Rate Swap	\$ 75.0	January 3, 2018	February 3, 2023	January 3, 2028	2.348 %
January 2022 Interest Rate Swap	\$ 575.0	January 31, 2022	January 31, 2023	January 29, 2027	1.650 %
March 2023 Interest Rate Swap	\$ 150.0	March 3, 2023	none	January 3, 2029	3.950 %

The swaps above effectively converted indebtedness up to the notional amounts from a SOFR-based floating interest rate plus 0.11448% plus applicable margin to an effective fixed interest rate plus 0.11448% plus applicable margin under the terms of

our Credit Agreement, as amended. Effective Fixed Interest Rates include the rates amended effective January 31, 2023, or February 3, 2023, for the first three swaps included in the chart above.

The following table summarizes the effects of the interest rate swap agreements for the three months ended:

(In millions)	Three Months Ended			
	September 2, 2023		September 3, 2022	
Gain recognized in Other comprehensive loss (effective portion)	\$	7.8	\$	14.3
Gain (Loss) reclassified from Accumulated other comprehensive loss into earnings	\$	7.4	\$	(0.4)

There were no gains or losses recognized in earnings for hedge ineffectiveness for the three month periods ended September 2, 2023 and September 3, 2022. The amount of gain expected to be reclassified from Accumulated other comprehensive income into earnings during the next twelve months is \$30.3 million, net of tax is \$22.7 million.

Redeemable Noncontrolling Interests

Changes in the Company's redeemable noncontrolling interest in HAY for the three months ended September 2, 2023 and September 3, 2022 are as follows:

(In millions)	September 2, 2023		September 3, 2022	
Beginning Balance	\$	107.6	\$	106.9
Net income attributable to redeemable noncontrolling interests		(0.6)		1.6
Dividend attributable to redeemable noncontrolling interests		—		—
Cumulative translation adjustments attributable to redeemable noncontrolling interests		—		0.1
Foreign currency translation adjustments		0.6		(7.9)
Ending Balance	\$	107.6	\$	100.7

12. Commitments and Contingencies

Product Warranties

The Company provides coverage to the end-user for parts and labor on products sold under its warranty policy and for other product-related matters. The specific terms, conditions and length of those warranties vary depending upon the product sold. The Company does not sell or otherwise issue warranties or warranty extensions as stand-alone products. Reserves have been established for various costs associated with the Company's warranty programs. General warranty reserves are based on historical claims experience and other currently available information and are periodically adjusted for business levels and other factors. Specific reserves are established once an issue is identified with the amounts for such reserves based on the estimated cost of correction. The Company provides an assurance-type warranty that ensures that products will function as intended. As such, the Company's estimated warranty obligation is accounted for as a liability and is recorded within current and long-term liabilities within the Condensed Consolidated Balance Sheets.

Changes in the warranty reserve for the stated periods were as follows:

(In millions)	Three Months Ended			
	September 2, 2023		September 3, 2022	
Accrual Balance — beginning	\$	73.9	\$	73.2
Accrual for warranty matters		5.2		4.3
Settlements and adjustments		(5.9)		(5.2)
Accrual Balance — ending	\$	73.2	\$	72.3

Guarantees

The Company is periodically required to provide performance bonds to do business with certain customers. These arrangements are common in the industry and generally have terms ranging between one year and three years. The bonds are required to provide assurance to customers that the products and services they have purchased will be installed and/or provided properly and without damage to their facilities. The bonds are provided by various bonding agencies. However, the Company is

ultimately liable for claims that may occur against them. As of September 2, 2023, the Company had a maximum financial exposure related to performance bonds totaling approximately \$9.6 million. The Company has no history of claims, nor is it aware of circumstances that would require it to pay, under any of these arrangements. The Company also believes that the resolution of any claims that might arise in the future, either individually or in the aggregate, would not materially affect the Company's Consolidated Financial Statements. Accordingly, no liability has been recorded in respect to these bonds as of either September 2, 2023 or June 3, 2023.

The Company has entered into standby letter of credit arrangements for purposes of protecting various insurance companies and lessors against default on insurance premium and lease payments. As of September 2, 2023, the Company had a maximum financial exposure from these standby letters of credit totaling approximately \$13.9 million, all of which is considered usage against the Company's revolving line of credit. The Company has no history of claims, nor is it aware of circumstances that would require it to perform under any of these arrangements and believes that the resolution of any claims that might arise in the future, either individually or in the aggregate, would not materially affect the Company's Consolidated Financial Statements. Accordingly, no liability has been recorded with respect to these arrangements as of September 2, 2023 or June 3, 2023.

Contingencies

The Company is also involved in legal proceedings and litigation arising in the ordinary course of business. In the opinion of management, the outcome of such proceedings and litigation currently pending will not have a material adverse effect, if any, on the Company's Consolidated Financial Statements.

13. Short-Term Borrowings and Long-Term Debt

Short-term borrowings and long-term debt as of September 2, 2023 and June 3, 2023 consisted of the following:

(In millions)	September 2, 2023	June 3, 2023
Syndicated revolving line of credit, due July 2026	\$ 367.3	\$ 426.7
Term Loan A, 7.1955%, due July 2026	365.0	370.0
Term Loan B, 7.4455%, due July 2028	614.1	615.6
Supplier financing program	2.4	2.1
Finance lease liability	1.3	—
Total debt	\$ 1,350.1	\$ 1,414.4
Less: Unamortized discount and issuance costs	(15.0)	(15.9)
Less: Current debt	(36.3)	(33.4)
Long-term debt	\$ 1,298.8	\$ 1,365.1

In connection with the acquisition of Knoll, in July, 2021, the Company entered into a credit agreement that provided for a syndicated revolving line of credit and two term loans. The revolving line of credit provides the Company with up to \$725 million in revolving variable rate interest borrowing capacity that matures in July 2026, replacing the previous \$500 million syndicated revolving line of credit. The term loans consist of a five-year senior secured term loan "A" facility with an aggregate principal amount of \$400 million and a seven-year senior secured term loan "B" facility with an aggregate principal amount of \$625 million, the proceeds of which were used to finance a portion of the cash consideration for the acquisition of Knoll, and to pay fees, costs, and expenses related thereto. In January 2023, the company entered into an Amendment to the credit agreement which transitioned the benchmark rate from LIBOR to the Secured Overnight Financing Rate ("SOFR") for U.S. dollar borrowings. SOFR is the recommended risk-free reference rate of the Federal Reserve Board and Alternative Reference Rates Committee, as defined within the credit agreement. The indebtedness incurred under the revolving line of credit and term loans is secured by substantially all of the Company's tangible and intangible assets, including, without limitation, the Company's intellectual property. The Company's direct and indirect wholly-owned domestic subsidiaries have also guaranteed the obligations of the Company and the foreign borrowers under the revolving line of credit and term loans and pledged substantially all of their tangible and intangible assets as security for their obligations under such guarantee.

During the three months ended September 2, 2023 and the three months ended September 3, 2022, the Company made total principal payments on term loans "A" and "B" in the amounts of \$5.0 million and \$1.6 million, respectively.

Available borrowings under the syndicated revolving line of credit were as follows for the periods indicated:

(In millions)	September 2, 2023	June 3, 2023
Syndicated revolving line of credit borrowing capacity	\$ 725.0	\$ 725.0
Less: Borrowings under the syndicated revolving line of credit	367.3	426.7
Less: Outstanding letters of credit	13.9	14.1
Available borrowings under the syndicated revolving line of credit	<u>\$ 343.8</u>	<u>\$ 284.2</u>

#### Supplier Financing Program

The Company has an agreement with a third-party financial institution that allows certain participating suppliers the ability to finance payment obligations of the Company. Under this program, participating suppliers may finance payment obligations of the Company, prior to their scheduled due dates, at a discounted price to the third-party financial institution.

The Company has lengthened the payment terms for certain suppliers that have chosen to participate in the program. As a result, certain amounts due to suppliers have payment terms that are longer than standard industry practice and as such, these amounts have been excluded from "Accounts payable" in the Condensed Consolidated Balance Sheets as the amounts have been accounted for by the Company as current debt, within "Short-term borrowings and current portion of long-term debt". As of September 2, 2023, the liability related to the supplier financing program is \$2.4 million.

### 14. Accumulated Other Comprehensive Loss

The following table provides an analysis of the changes in accumulated other comprehensive loss for the three months ended September 2, 2023 and September 3, 2022:

(In millions)	Cumulative Translation Adjustments	Pension and Other Post-retirement Benefit Plans	Interest Rate Swap Agreement	Accumulated Other Comprehensive Loss
Balance at June 3, 2023	\$ (114.0)	\$ (23.8)	\$ 42.7	\$ (95.1)
Other comprehensive income (loss), net of tax before reclassifications	3.9	—	0.4	4.3
Reclassification from accumulated other comprehensive loss - Other, net	—	(0.1)	7.4	7.3
Tax benefit	—	—	—	—
Net reclassifications	—	(0.1)	7.4	7.3
Net current period other comprehensive income (loss)	3.9	(0.1)	7.8	11.6
Balance at September 2, 2023	<u>\$ (110.1)</u>	<u>\$ (23.9)</u>	<u>\$ 50.5</u>	<u>\$ (83.5)</u>
Balance at May 28, 2022	\$ (93.9)	\$ (36.9)	\$ 23.7	\$ (107.1)
Other comprehensive (loss) income, net of tax before reclassifications	(72.5)	—	14.7	(57.8)
Reclassification from accumulated other comprehensive loss - Other, net	—	0.5	(0.4)	0.1
Tax benefit	—	(0.1)	—	(0.1)
Net reclassifications	—	0.4	(0.4)	—
Net current period other comprehensive (loss) income	(72.5)	0.4	14.3	(57.8)
Balance at September 3, 2022	<u>\$ (166.4)</u>	<u>\$ (36.5)</u>	<u>\$ 38.0</u>	<u>\$ (164.9)</u>

### 15. Operating Segments

The Company's reportable segments consist of three segments: Americas Contract ("Americas"), International Contract & Specialty ("International & Specialty"), and Global Retail ("Retail").

The Americas Contract segment includes the operations associated with the design, manufacture and sale of furniture products directly or indirectly through an independent dealership network for office, healthcare, and educational environments throughout North and South America.

The International Contract and Specialty segment includes the operations associated with the design, manufacture and sale of furniture products, indirectly or directly through an independent dealership network in Europe, the Middle East, Africa and Asia-Pacific as well as the global activities of the Specialty brands, which include Holly Hunt, Spinneybeck, Maharam, Edelman, and Knoll Textiles.

The Global Retail segment includes global operations associated with the sale of modern design furnishings and accessories to third-party retailers, as well as direct to consumer sales through eCommerce, direct-mail catalogs, and physical retail stores.

The Company also reports a “Corporate” category consisting primarily of unallocated expenses related to general corporate functions, including, but not limited to, certain legal, executive, corporate finance, information technology, administrative and acquisition-related costs. Management regularly reviews corporate costs and believes disclosing such information provides more visibility and transparency regarding how the chief operating decision maker reviews results of the Company. The accounting policies of the operating segments are the same as those of the Company.

The following is a summary of certain key financial measures for the respective periods indicated:

(In millions)	Three Months Ended	
	September 2, 2023	September 3, 2022
<b>Net Sales:</b>		
Americas	\$ 490.4	\$ 537.4
International & Specialty	228.3	272.5
Retail	199.0	268.9
Total	<u>\$ 917.7</u>	<u>\$ 1,078.8</u>
<b>Operating Earnings:</b>		
Americas	\$ 41.4	\$ 20.4
International & Specialty	11.4	27.9
Retail	2.2	17.8
Total reportable segments	<u>\$ 55.0</u>	<u>\$ 66.1</u>
Corporate	(14.7)	(15.3)
Total	<u>\$ 40.3</u>	<u>\$ 50.8</u>

Many of the Company’s assets, including manufacturing, office and showroom facilities, support multiple segments. For that reason, it is impractical to disclose asset information on a segment basis.

16. Restructuring and Integration Expense

As part of restructuring and integration activities the Company has incurred expenses that qualify as exit and disposal costs under U.S. GAAP. These include severance and employee benefit costs as well as other direct separation benefit costs. Severance and employee benefit costs primarily relate to cash severance, as well as non-cash severance, including accelerated equity award compensation expense. The Company also incurs expenses that are an integral component of, and directly attributable to, our restructuring and integration activities, which do not qualify as exit and disposal costs under U.S. GAAP. These include integration implementation costs that relate primarily to professional fees and non-cash losses incurred on debt extinguishment.

The expenses associated with integration initiatives are included in Selling, general and administrative and the expenses associated with restructuring activities are included in Restructuring expense in the Condensed Consolidated Statements of Comprehensive Income.

Knoll Integration:

Following the Knoll acquisition, the Company announced a multi-year program (the "Knoll Integration") designed to reduce costs and integrate and optimize operations of the combined organization. The Company currently expects that the Knoll Integration will result in pre-tax cash costs that are expected to be approximately \$150 million, comprised of the following categories:

- Severance and employee benefit costs associated with plans to integrate our operating structure, resulting in workforce reductions. These costs will primarily include: severance and employee benefits (cash severance, non-cash severance, including accelerated stock-compensation award expense and other termination benefits).

- Exit and disposal activities include those incurred as a direct result of integration activities, primarily including the reorganization and consolidation of facilities as well as asset impairment charges.
- Other integration costs include professional fees and other incremental third-party expenses, including a loss on extinguishment of debt associated with financing of the Knoll acquisition.

For the three months ended September 2, 2023, we incurred \$3.9 million of costs related to the Knoll Integration which was comprised of \$3.4 million of exit and disposal costs related to the consolidation of facilities and \$0.5 million of other integration costs.

For the three months ended September 3, 2022, we incurred \$4.6 million of costs related to the Knoll Integration including: \$1.2 million of severance and employee benefit costs, \$1.4 million of lease termination fees, and \$2.0 million of other integration costs.

The following table provides an analysis of the changes in liability balance for Knoll Integration costs that qualify as exit and disposal costs under U.S. GAAP (i.e., severance and employee benefit costs and exit and disposal activities) for the three months ended September 2, 2023:

<i>(In millions)</i>	Severance and Employee Benefit	Exit and Disposal Activities	Total
June 3, 2023	\$ 2.9	\$ —	\$ 2.9
Integration Costs	—	3.4	3.4
Amounts Paid	(1.4)	(2.1)	(3.5)
Non-cash costs	—	(1.3)	(1.3)
September 2, 2023	<u>\$ 1.5</u>	<u>\$ —</u>	<u>\$ 1.5</u>

The Company expects that a substantial portion of the liability for the Knoll Integration as of September 2, 2023 will be paid in the balance of fiscal year 2024.

The following is a summary of integration expenses by segment for the periods indicated:

<i>(In millions)</i>	Three Months Ended	
	September 2, 2023	September 3, 2022
Americas Contract	\$ 3.1	\$ 2.9
International Contract & Specialty	0.7	0.5
Retail	—	0.2
Corporate	0.1	1.0
Total	<u>\$ 3.9</u>	<u>\$ 4.6</u>

#### Restructuring Activities

During fiscal year 2023, the Company announced a series of actions that relate to the 2023 restructuring plan ("2023 restructuring plan") to reduce expenses. These restructuring activities included voluntary and involuntary reductions in workforces and charges incurred in connection with the decision to cease operating Fully as a stand-alone brand. As the result of these actions, the Company projected an annualized expense reduction of approximately \$30 million to \$35 million. The Company incurred \$34.0 million of costs related to the 2023 restructuring plan comprised of \$27.9 million of severance and employee benefit costs and \$6.1 million of non-impairment charges related to the closure of the Fully business. The restructuring plan was complete in fiscal 2023 and no future costs related to this plan are expected.

During fiscal year 2024, the Company announced an action related to the 2024 restructuring plan ("2024 restructuring plan") to reduce expenses. This restructuring activity included involuntary reductions in workforces. As the result of the action, the Company projects an annualized expense reduction of approximately \$5 million to \$6 million. The Company incurred \$5.2 million of severance and employee benefit costs related to the 2024 restructuring plan.

The following table provides an analysis of the changes in the restructuring cost reserve for the three months ended September 2, 2023:

(In millions)	Severance and Employee-Related	
	2024 Restructuring Plan	2023 Restructuring Plan
June 3, 2023	\$ —	\$ 7.3
Restructuring Costs	5.2	—
Amounts Paid	(1.8)	(3.8)
September 2, 2023	\$ 3.4	\$ 3.5

The Company expects that remaining liability for the 2023 and 2024 restructuring plans as of September 2, 2023, will be paid in fiscal year 2024.

The following is a summary of restructuring costs by segment for the periods indicated:

(In millions)	Three Months Ended	
	September 2, 2023	September 3, 2022
Americas Contract	\$ 4.3	\$ —
International Contract & Specialty	0.7	—
Retail	0.2	0.5
Total	\$ 5.2	\$ 0.5

17. Variable Interest Entities

The Company entered into long-term notes receivable with certain of its third-party owned dealers that are deemed to be variable interests in variable interest entities. The carrying value of these long-term notes receivable was \$12.8 million and \$6.3 million as of September 2, 2023 and June 3, 2023 respectively and represents the Company’s maximum exposure to loss. The Company is not deemed to be the primary beneficiary for any of these variable interest entities as each dealer controls the activities that most significantly impact the entity’s economic performance, including sales, marketing, and operations.

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

(Dollars in millions, except share data)

The following is management's discussion and analysis of certain significant factors that affected the Company's financial condition, earnings and cash flows during the periods included in the accompanying Condensed Consolidated Financial Statements and should be read in conjunction with the Company's Annual Report on Form 10-K for the fiscal year ended June 3, 2023. References to "Notes" are to the footnotes included in the accompanying Condensed Consolidated Financial Statements.

### Business Overview

The Company researches, designs, manufactures, sells, and distributes interior furnishings for use in various environments including office, healthcare, educational, and residential settings and provides related services that support companies all over the world. The Company's products are sold through independent contract office furniture dealers, retail studios, the Company's eCommerce platforms, direct mail catalogs, as well as direct customer sales and sales through independent retailers. The following is a summary of results for the three months ended September 2, 2023:

- Net sales were \$917.7 million and orders were \$913.7 million, representing a decrease of 14.9% and 9.8%, respectively, when compared to the same quarter of the prior year. On an organic basis, which excludes the impact of foreign currency translation, an additional week in the prior year and the impact of the closure of the Fully business, Net sales were \$912.3 million<sup>(\*)</sup> and orders were \$906.4 million<sup>(\*)</sup>, representing an organic decrease of 6.9% and 1.3%, respectively, when compared to the same quarter of the prior year.
- Gross margin was 39.0% as compared to 34.5% for the same quarter of the prior year. The increase in Gross margin was driven primarily by the impact of price increase actions, reduced costs associated with commodities, inventory handling and freight costs, as well as from the realization of synergies associated with the Knoll integration.
- Operating expenses decreased by \$3.0 million or 0.9% as compared to the same quarter of the prior year. The decrease was driven primarily by the impact of the additional week in the prior year, reduced spending on product development costs and the realization of cost synergies as a result of optimization of our organizational structure. These cost reductions were offset in part by increased compensation and benefit costs and an increase in restructuring costs as compared to the prior year.
- As of the end of the first quarter, the Company has captured \$142 million in annualized run rate synergies following the close of the Knoll acquisition in the first quarter of Fiscal 2022. The Company continues to make further progress on integration plans and now expects total run-rate cost synergies to equal \$160 million per year by July 2024 (three years following the acquisition closing date).
- The effective tax rate was 24.4% compared to 18.8% for the same quarter of the prior year. The prior year tax rate benefited from the recapture of a foreign tax credit benefit which significantly outpaced the current year benefit. Additionally, the current quarter tax rate was hampered by a larger unfavorable tax adjustment related to stock compensation than the prior year.
- Diluted earnings per share was \$0.22 as compared to earnings per share of \$0.34 in the prior year. Excluding integration related costs, restructuring costs, and the amortization of intangible assets purchased as part of the Knoll acquisition, adjusted diluted earnings per share was \$0.37<sup>(\*)</sup>, a 15.9%<sup>(\*)</sup> decrease as compared to prior year adjusted diluted earnings per share.

(\*) Non-GAAP measurements; see accompanying reconciliations and explanations under the heading "Reconciliation of Non-GAAP Financial Measures."

The following summary includes the Company's view of the economic environment in which it operates:

- During the quarter the Company continued to experience the impact of economic uncertainty in many of the geographies and markets in which we operate. The Company believes that our first quarter financial results reflect how our diversified business model, with brands across multiple channels, customer segments and geographies, provides risk diversification, and opportunities for long-term future growth.

- The Americas Contract segment in the first quarter reported Net sales totaling \$490.4 million, down 8.7% compared to the prior year period on a reported basis and down 1.7%<sup>(\*)</sup> organically. Americas Contract had new orders of \$487.3 million, which was a decrease of 4.7% from the prior year, and up 2.1%<sup>(\*)</sup> on an organic basis.
- The International Contract & Specialty segment delivered Net sales in the first quarter of \$228.3 million, a decrease of 16.2% from the year-ago period on a reported basis and a decrease of 10.9%<sup>(\*)</sup> organically. New orders in this segment totaled \$227.9 million, representing a year-over-year decrease of 9.7% on a reported basis and a decrease of 3.6%<sup>(\*)</sup> organically.
- Net sales in the first quarter for the Global Retail segment totaled \$199.0 million, a decrease of 26.0% over the same quarter last year on a reported basis and a decrease of 13.6%<sup>(\*)</sup> organically. Orders in the quarter totaled \$198.5 million, down 20.4% compared to the same period last year on a reported basis and down 6.4%<sup>(\*)</sup> organically. The decline in year over year orders reflect the impact of a slowdown in the North American housing market and general economic uncertainty.

(\*) Non-GAAP measurements; see accompanying reconciliations and explanations under the heading "Reconciliation of Non-GAAP Financial Measures."

The Company's fiscal year is the 52 or 53 week period ending on the Saturday closest to May 31. The fiscal year ending June 1, 2024 contains 52 weeks, while fiscal year ended June 3, 2023 ("fiscal 2023") contained 53 week. The first quarter of fiscal 2024 contained 13 weeks and the first quarter of fiscal 2023 contained 14 weeks. This is a factor that should be considered when comparing the Company's year to date financial results to the prior year period.

The remaining sections within Item 2 include additional analysis of the three months ended September 2, 2023, including discussion of significant variances compared to the prior year periods.

## Reconciliation of Non-GAAP Financial Measures

This report contains non-GAAP financial measures that are not in accordance with, nor an alternative to, generally accepted accounting principles (GAAP) and may be different from non-GAAP measures presented by other companies. These non-GAAP financial measures are not measurements of our financial performance under GAAP and should not be considered an alternative to the related GAAP measurement. These non-GAAP measures have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP. Our presentation of non-GAAP measures should not be construed as an indication that our future results will be unaffected by unusual or infrequent items. We compensate for these limitations by providing equal prominence of our GAAP results. Reconciliations of these non-GAAP measures to the most directly comparable financial measures calculated and presented in accordance with GAAP are provided in the financial tables included within this report. The Company believes these non-GAAP measures are useful for investors as they provide financial information on a more comparative basis for the periods presented.

The non-GAAP financial measures referenced within this report include: Adjusted Earnings per Share and Organic Growth (Decline).

Adjusted Earnings per Share represents reported diluted earnings per share excluding the impact from amortization of Knoll purchased intangibles, integration charges, restructuring expenses, and the related tax effect of these adjustments. These adjustments are described further below.

Organic Growth (Decline) represents the change in sales and orders, excluding currency translation effects, the impact of an additional week in the fiscal 2023 and the impact of the closure of the Fully business.

The adjustments made to arrive at these non-GAAP financial measures are as follows:

- Amortization of Knoll Purchased Intangibles: Includes expenses associated with the amortization of acquisition related intangibles acquired as part of the Knoll acquisition. The revenue generated by the associated intangible assets has not been excluded from the related non-GAAP financial measure. We exclude the impact of the amortization of Knoll purchased intangibles as such non-cash amounts were significantly impacted by the size of the Knoll acquisition. Furthermore, we believe that this adjustment enables better comparison of our results as Amortization of Knoll Purchased Intangibles will not recur in future periods once such intangible assets have been fully amortized. Any future acquisitions may result in the amortization of additional intangible assets. Although we exclude the Amortization of Knoll Purchased Intangibles in these non-GAAP measures, we believe that it is important for investors to understand that such intangible assets were recorded as part of purchase accounting and contribute to revenue generation.

- Integration Charges: Knoll integration-related costs include severance, accelerated stock-based compensation expenses, asset impairment charges, and expenses related to synergy realization efforts and reorganization initiatives.
- Restructuring charges: Includes actions involving targeted workforce reductions.
- Tax related items: We excluded the income tax benefit/provision effect of the tax related items from our non-GAAP measures because they are not associated with the tax expense on our ongoing operating results.

The following tables reconciles Net sales to Net sales, organic for the periods ended as indicated below:

	Three Months Ended September 2, 2023			
	Americas	International & Specialty	Retail	Total
Net sales, as reported	\$ 490.4	\$ 228.3	\$ 199.0	\$ 917.7
% change from PY	(8.7)%	(16.2)%	(26.0)%	(14.9)%
<u>Adjustments</u>				
Currency translation effects <sup>(1)</sup>	(0.4)	(3.0)	(2.0)	(5.4)
Net sales, organic	\$ 490.0	\$ 225.3	\$ 197.0	\$ 912.3
% change from PY	(1.7)%	(10.9)%	(13.6)%	(6.9)%

	Three Months Ended September 3, 2022			
	Americas	International & Specialty	Retail	Total
Net sales, as reported	\$ 537.4	\$ 272.5	\$ 268.9	\$ 1,078.8
<u>Adjustments</u>				
Fully closure	—	—	(22.8)	(22.8)
Impact of Extra Week in FY23	(38.7)	(19.6)	(18.2)	(76.5)
Net sales, organic	\$ 498.7	\$ 252.9	\$ 227.9	\$ 979.5

(1) Currency translation effects represent the estimated net impact of translating current period sales and orders using the average exchange rates applicable to the comparable prior year period

The following tables reconcile orders as reported to organic orders for the periods ended as indicated below:

	Three Months Ended September 2, 2023			
	Americas	International and Specialty	Retail	Total
Orders, as reported	\$ 487.3	\$ 227.9	\$ 198.5	\$ 913.7
% change from PY	(4.7)%	(9.7)%	(20.4)%	(9.8)%
<b>Adjustments</b>				
Currency translation effects <sup>(1)</sup>	(2.3)	(2.9)	(2.1)	(7.3)
Orders, organic	\$ 485.0	\$ 225.0	\$ 196.4	\$ 906.4
<b>% change from PY</b>	<b>2.1 %</b>	<b>(3.6)%</b>	<b>(6.4)%</b>	<b>(1.3)%</b>

	Three Months Ended September 3, 2022			
	Americas	International and Specialty	Retail	Total
Orders, as reported	\$ 511.3	\$ 252.4	\$ 249.4	\$ 1,013.1
<b>Adjustments</b>				
Fully closure	—	—	(23.0)	(23.0)
Impact of Extra Week in FY23	(36.2)	(18.9)	(16.6)	(71.7)
Orders, organic	\$ 475.1	\$ 233.5	\$ 209.8	\$ 918.4

(1) Currency translation effects represent the estimated net impact of translating current period sales and orders using the average exchange rates applicable to the comparable prior year period.

The following table reconciles earnings per share - diluted to adjusted earnings per share - diluted for the periods ended as indicated below:

	Three Months Ended	
	September 2, 2023	September 3, 2022
Earnings per share - diluted	\$ 0.22	\$ 0.34
Add: Amortization of Knoll purchased intangibles	0.08	0.08
Add: Integration charges	0.07	0.06
Add: Restructuring charges	0.05	0.01
Tax impact on adjustments	(0.05)	(0.05)
<b>Adjusted earnings per share - diluted</b>	<b>\$ 0.37</b>	<b>\$ 0.44</b>
Weighted average shares outstanding (used for calculating adjusted earnings per share) – diluted	75,707,536	76,266,966

Key Highlights

The following table presents certain key highlights from the results of operations for the three months ended:

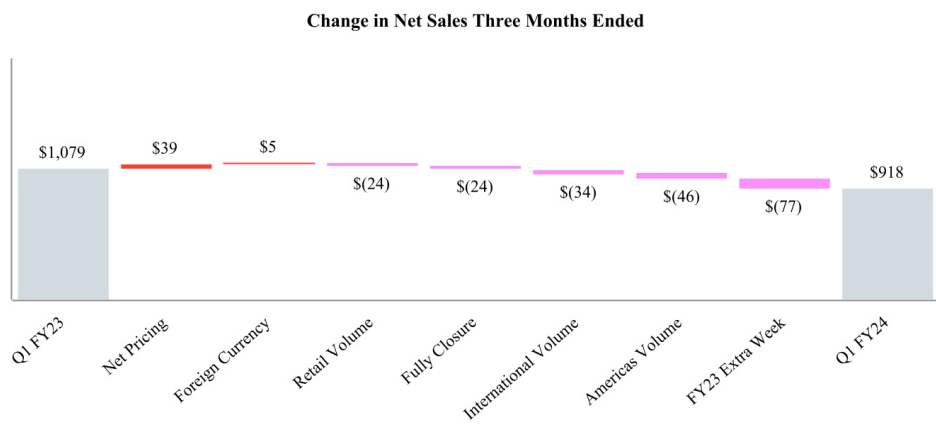
(In millions, except share data)	Three Months Ended		
	September 2, 2023	September 3, 2022	% Change
Net sales	\$ 917.7	\$ 1,078.8	(14.9)%
Cost of sales	559.6	706.7	(20.8)%
Gross margin	358.1	372.1	(3.8)%
Operating expenses	317.8	321.3	(1.1)%
Operating earnings	40.3	50.8	(20.7)%
Other expenses, net	19.2	17.1	12.3 %
Earnings before income taxes and equity income	21.1	33.7	(37.4)%
Income tax expense	5.1	6.3	(19.0)%
Equity income from nonconsolidated affiliates, net of tax	0.1	—	— %
Net earnings	16.1	27.4	(41.2)%
Net (loss) earnings attributable to redeemable noncontrolling interests	(0.6)	1.6	n/a
Net earnings (loss) attributable to MillerKnoll, Inc.	\$ 16.7	\$ 25.8	(35.3)%
Earnings per share - basic	\$ 0.22	\$ 0.34	(35.3)%
Orders	\$ 913.7	\$ 1,013.1	(9.8)%
Backlog	\$ 694.0	\$ 868.6	(20.1)%

The following table presents select components of the Company's Condensed Consolidated Statements of Comprehensive (Loss) Income as a percentage of Net sales, for the three months ended:

	Three Months Ended	
	September 2, 2023	September 3, 2022
Net sales	100.0 %	100.0 %
Cost of sales	61.0	65.5
Gross margin	39.0	34.5
Operating expenses	34.6	29.8
Operating earnings	4.4	4.7
Other expenses, net	2.1	1.6
Earnings before income taxes and equity income	2.3	3.1
Income tax expense	0.6	0.6
Equity income from nonconsolidated affiliates, net of tax	—	—
Net earnings	1.8	2.5
Net (loss) earnings attributable to redeemable noncontrolling interests	(0.1)	0.1
Net earnings (loss) attributable to MillerKnoll, Inc.	1.8	2.4

Net Sales

The following chart presents graphically the primary drivers of the year-over-year change in Net sales for the three months ended September 2, 2023. The amounts presented in the graph are expressed in millions and have been rounded.



Net sales decreased \$161 million or 14.9% in the first quarter of fiscal 2024 compared to the first quarter of fiscal 2023. The following items contributed to the change:

- The additional week during the first quarter of the prior year contributed to approximately \$77 million of the net sales decrease.
- Decreased sales volume within the Global Retail, International & Specialty, and Americas segments of approximately \$24 million, \$34 million and \$46 million, respectively.
- Decrease of \$24 million related to the closure of the Fully business that occurred in the prior year. Offset in part by:
- Incremental price increases, net of incremental price discounting, which drove an increase in Net sales of approximately \$39 million.
- Foreign currency translation increased Net sales by approximately \$5 million.

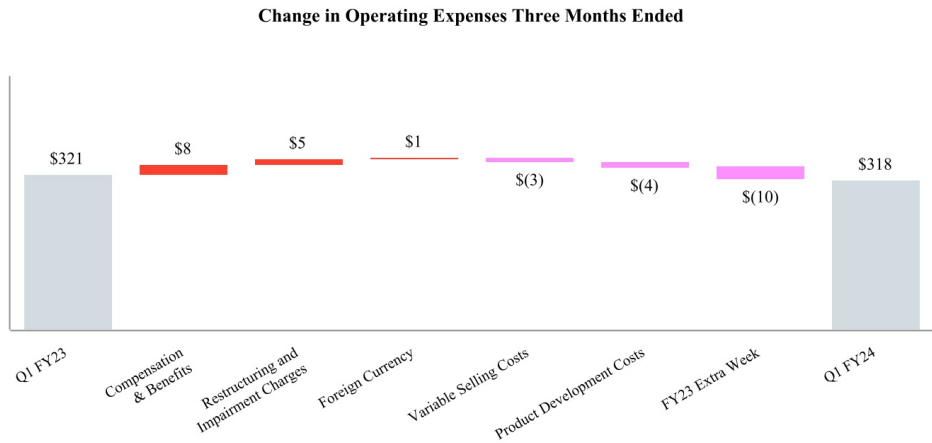
Gross Margin

Gross margin was 39.0% in the first quarter of fiscal 2024 as compared to 34.5% in the first quarter of fiscal 2023. The following factors summarize the major drivers of the year-over-year change in gross margin percentage:

- Price increases, net of incremental discounting, contributed to margin improvement of approximately 280 basis points.
- Reduction in costs from commodities, storage and handling costs, freight and product distribution costs, as compared to the same period of the prior year which increased gross margin by approximately 220 basis points.
- Savings from the realization of incremental synergies associated with the Knoll acquisition as compared to the same period in the prior year.
- Loss of leverage on lower sales volumes offset the favorable drivers above by approximately 100 basis points.

Operating Expenses

The following chart presents graphically the primary drivers of the year-over-year change in Operating expenses for the three months ended September 2, 2023. The amounts presented in the graphs are expressed in millions and have been rounded.



Operating expenses decreased by \$3 million or 1.1% in the first quarter of fiscal 2024 compared to the prior year period. The following factors contributed to the change:

- The impact of an extra week in the first quarter of fiscal 2023 decreased operating expenses by approximately \$10 million in the current period.
- Product development costs decreased approximately \$4 million, primarily in the Americas and Retail segments; and
- Variable selling costs decreased by approximately \$3 million. These decreases were offset in part by:
- Compensation and benefit costs, which increased approximately \$8 million, driven by changes in variable-based compensation and incentives;
- Restructuring charges related to reductions in the Company's workforce contributed to an increase in Operating expenses of approximately \$5 million; and
- Favorable foreign currency translation of approximately \$1 million.

Other Income/Expense

During the three months ended September 2, 2023, net Other expense was \$19.2 million, representing an increase of \$2.1 million compared to the same period in the prior year, driven primarily by increased interest expense as compared to the same period of the prior year.

Income Taxes

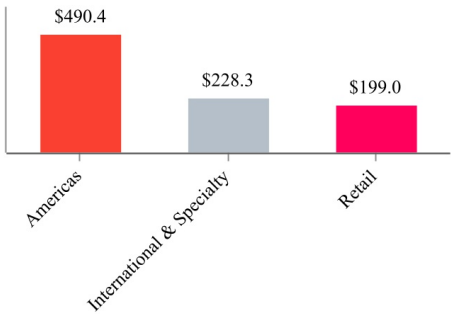
See Note 10 of the Condensed Consolidated Financial Statements for additional information.

Operating Segment Results

The business is comprised of various operating segments as defined by generally accepted accounting principles in the United States. These operating segments are determined on the basis of how the Company internally reports and evaluates financial information used to make operating decisions. The segments identified by the Company are Americas Contract, International Contract & Specialty, and Global Retail. Unallocated expenses are reported within the Corporate category. For descriptions of each segment, refer to Note 15 of the Condensed Consolidated Financial Statements.

The charts below present the relative mix of Net sales and Operating earnings across each of the Company's segments during the three month period ended September 2, 2023. This is followed by a discussion of the Company's results, by reportable segment. The amounts presented in the charts are in millions and have been rounded.

Net Sales by Operating Segment Three Months Ended September 2, 2023



Operating Earnings by Operating Segment Three Months Ended September 2, 2023



## Americas Contract

(Dollars in millions)	Three Months Ended		
	September 2, 2023	September 3, 2022	Change
Net sales	\$ 490.4	\$ 537.4	\$ (47.0)
Gross margin	174.8	144.2	30.6
Gross margin %	35.6 %	26.8 %	8.8 %
Operating earnings	41.4	20.4	21.0
Operating earnings %	8.4 %	3.8 %	4.6 %

For the three month comparative period, Net sales decreased 8.7%, or 1.7%<sup>(\*)</sup> on an organic basis, over the prior year period due to:

- Decreased sales volumes within the segment of approximately \$46 million, driven by the impact of a challenging macro-economic environment; as well as
- The impact of an additional week in the same period of the prior year, which reduced sales approximately \$39 million; offset by
- Price increases, net of incremental discounting of \$38 million.

(\*) Non-GAAP measurements; see accompanying reconciliations and explanations under the heading "Reconciliation of Non-GAAP Financial Measures."

For the three month comparative period, operating earnings increased \$21.0 million, or 102.9%, over the prior year period due to:

- Increased Gross margin of \$31 million due to the increased gross margin percentage of 880 basis points, which more than offset the decrease in net sales discussed above. The increase in gross margin percentage was due primarily to:
  - The impact of incremental list price increases, net of contract price discounting which provided an approximately 500 basis point improvement over the prior year; and
  - Decreased commodity costs which provided an improvement of approximately 300 basis points; as well as
  - The favorable impact of realization of synergies associated with the Knoll acquisition. Partially offset by;
- Increased Operating expenses of \$10 million driven primarily by an increase in variable compensation costs, offset in part by a reduction in costs as compared to the prior year associated with the additional week in the prior year period.

## International Contract & Specialty

(Dollars in millions)	Three Months Ended		
	September 2, 2023	September 3, 2022	Change
Net sales	\$ 228.3	\$ 272.5	\$ (44.2)
Gross margin	96.9	113.4	(16.5)
Gross margin %	42.4 %	41.6 %	0.8 %
Operating earnings	11.4	27.9	(16.5)
Operating earnings %	5.0 %	10.2 %	(5.2)%

For the three month comparative period, Net sales decreased 16.2%, or 10.9%<sup>(\*)</sup> on an organic basis, over the prior year period due to:

- Decline in sales volume of approximately \$34 million driven mainly by challenging macroeconomic conditions in Europe and China.
- Impact of the extra week in the prior year period, which drove a decrease of \$20 million; offset by
- Price increases, net of incremental discounting of \$7 million.
- Favorable foreign currency translation of approximately \$3 million.

(\*) Non-GAAP measurements; see accompanying reconciliations and explanations under the heading "Reconciliation of Non-GAAP Financial Measures."

For the three month comparative period, operating earnings decreased \$16.5 million, or 59.1%, over the prior year period due to:

- Decreased Gross margin of \$17 million due to the decrease in net sales discussed above, which more than offset an increase in gross margin percentage of 80 basis points due primarily to the benefit from price increase actions.
- Operating expenses decreased approximately \$4 million due to the additional week in the prior year which was largely offset by an increase in variable compensation costs in the current year. As a result, operating expenses were flat as compared to the same period of the prior year and did not contribute to the decrease in operating earnings.

Global Retail

(Dollars in millions)	Three Months Ended		
	September 2, 2023	September 3, 2022	Change
Net sales	\$ 199.0	\$ 268.9	\$ (69.9)
Gross margin	86.4	114.5	(28.1)
Gross margin %	43.4 %	42.6 %	0.8 %
Operating earnings	2.2	17.8	(15.6)
Operating earnings %	1.1 %	6.6 %	(5.5)%

For the three month comparative period, Net sales decreased 26.0%, and decreased 13.6%(\*) on an organic basis, over the prior year period due to:

- A decrease in sales volume of approximately \$24 million, driven by a slowdown in the North American housing market and a continuation of general economic uncertainty; and
- Decrease of \$24 million related to the closure of the Fully business that occurred in the prior year; and
- The additional week during the first quarter of the prior year contributed to approximately \$18 million of the net sales decrease; and
- Incremental discounting, net of price increases which decreased sales by \$6 million; offset by:
- Favorable foreign currency translation of approximately \$2 million.

(\*) Non-GAAP measurements; see accompanying reconciliations and explanations under the heading "Reconciliation of Non-GAAP Financial Measures."

For the three month comparative period, Operating earnings decreased \$16 million or 87.6% over the prior year period due to:

- Decreased Gross margin of \$28 million due to the decrease in sales explained above, which more than offset an increased gross margin percentage of 80 basis points attributable to the favorable impact of reduced costs as compared to the prior year associated with product distribution and inventory handling; offset in part by
- Decreased Operating expenses of \$13 million driven primarily by decreased variable selling costs and decreased product development costs as well as the additional week in the prior year period .

Corporate

Corporate unallocated expenses totaled \$15 million for the first quarter of fiscal 2024, a decrease of \$0.6 million from the first quarter of fiscal 2023. The decrease was driven primarily by a reduction in integration costs as compared to the same period of the prior year.

Liquidity and Capital Resources

The table below summarizes the net change in Cash and cash equivalents for the three months ended as indicated.

<i>(In millions)</i>	September 2, 2023	September 3, 2022
Cash provided by (used in):		
Operating activities	\$ 130.9	\$ (64.8)
Investing activities	(26.3)	(10.2)
Financing activities	(111.1)	77.0
Effect of exchange rate changes	0.5	(16.5)
Net change in Cash and cash equivalents	<u>\$ (6.0)</u>	<u>\$ (14.5)</u>

#### Cash Flows - Operating Activities

The principal source of our operating cash flow is net earnings, meaning cash receipts from the sale of our products, net of costs to manufacture, distribute, and market our products. Net cash provided by operating activities for the three months ended September 2, 2023 totaled \$130.9 million, as compared to cash used of \$64.8 million in the same period of the prior year. The increase in cash inflow is due primarily to a reduction in working capital. Our working capital consists primarily of receivables from customers, inventory, prepaid expenses, accounts payable, accrued compensation, and accrued other expenses. The following all affected these account balances:

- The timing of collection of our receivables;
- Effective inventory management resulting in reduced inventory levels; and
- Increased variable compensation in the current quarter.

#### Cash Flows - Investing Activities

Cash used in investing activities for the three months ended September 2, 2023 was \$26.3 million, as compared to \$10.2 million in the same period of the prior year. The increase in cash outflow in the current year, compared to the prior year, was primarily due to the advancement of \$13.5 million of cash against the value of company owned life insurance policies received in the three months ended September 3, 2022. This is reflected as cash proceeds from investing activities in the Consolidated Statement of Cash Flows.

At the end of the first quarter of fiscal 2024, there were outstanding commitments for capital purchases of \$14.0 million. The Company plans to fund these commitments through a combination of cash on hand and cash flows from operations. The Company expects full-year capital purchases to be between \$80 million and \$100 million, which will be primarily related to investments in the Company's facilities and equipment. This compares to full-year capital spending of \$83.3 million in fiscal 2023. Capital expenditures for the first three months of fiscal 2023 of \$19.9 million were \$2.6 million more than the same period of the prior year.

#### Cash Flows - Financing Activities

Cash used in financing activities for the three months ended September 2, 2023 was \$111.1 million, as compared to cash provided by financing activities of \$77.0 million in the same period of the prior year. The increase in cash used in the current year, compared to the prior year, was primarily due to net payments on the credit agreement of \$59.4 million in the current year compared to net borrowings of \$110.9 million in the same period of the prior year.

During the three months ended September 2, 2023 we repurchased 1.7 million shares at a cost of \$31.7 million, compared to share repurchases totaling \$14.2 million in the same period of the prior year.

#### Sources of Liquidity

The Company has taken actions to safeguard its cash flow and liquidity position in the current environment. The Company is closely managing spending levels, capital investments, and working capital.

The Company maintains an open market share repurchase program under our existing share repurchase authorization and may repurchase shares from time to time based on management's evaluation of market conditions, share price and other factors.

At the end of the first quarter of fiscal 2024, the Company had a well-positioned balance sheet and liquidity profile. The Company has access to liquidity through credit facilities, cash and cash equivalents, and short-term investments. These sources have been summarized below. For additional information, refer to Note 13 to the Condensed Consolidated Financial Statements.

<i>(In millions)</i>	September 2, 2023		June 3, 2023	
Cash and cash equivalents	\$	217.5	\$	223.5
Availability under syndicated revolving line of credit		343.8		284.2
Total liquidity	\$	561.3	\$	507.7

Of the Cash and cash equivalents noted above at the end of the first quarter of fiscal 2024, the Company had \$205.3 million of Cash and cash equivalents held outside the United States.

The Company's syndicated revolving line of credit, which matures in July, 2026, provides the Company with up to \$725 million in revolving variable interest borrowing capacity and allows the Company to borrow incremental amounts, at its option, subject to negotiated terms as outlined in the agreement. Outstanding borrowings bear interest at rates based on the prime rate, federal funds rate, SOFR or negotiated terms as outlined in the agreement.

As of September 2, 2023, the total debt outstanding related to borrowings under the syndicated revolving line of credit was \$367.3 million with available borrowings against this facility of \$343.8 million.

The Company intends to repatriate \$142.8 million of undistributed foreign earnings all of which is held in cash in certain foreign jurisdictions with the remainder recorded in working capital. The Company has recorded a \$5.8 million deferred tax liability related to foreign withholding taxes on these future dividends received in the U.S. from foreign subsidiaries. A significant portion of the \$142.8 million of undistributed foreign earnings was previously taxed under the U.S. Tax Cut and Jobs Act (TCJA). The Company intends to remain indefinitely reinvested in the remaining undistributed earnings outside the U.S. which is estimated to be approximately \$282.2 million on September 2, 2023.

The Company believes cash on hand, cash generated from operations, and borrowing capacity will provide adequate liquidity to fund near term and foreseeable future business operations, capital needs, future dividends and share repurchases, subject to financing availability in the marketplace.

#### **Contractual Obligations**

Contractual obligations associated with ongoing business and financing activities will require cash payments in future periods. A table summarizing the amounts and estimated timing of these future cash payments as of June 3, 2023 was provided in the Company's Annual Report on Form 10-K for the year ended June 3, 2023. There have been no material changes in such obligations since that date.

#### **Guarantees**

See Note 12 to the Condensed Consolidated Financial Statements.

#### **Variable Interest Entities**

See Note 17 to the Condensed Consolidated Financial Statements.

#### **Contingencies**

See Note 12 to the Condensed Consolidated Financial Statements.

#### **Critical Accounting Policies**

The Company strives to report financial results clearly and understandably. The Company follows accounting principles generally accepted in the United States in preparing its consolidated financial statements, which require certain estimates and judgments that affect the financial position and results of operations for the Company. The Company continually reviews the accounting policies and financial information disclosures. A summary of the more significant accounting policies that require the use of estimates and judgments in preparing the financial statements is provided in the Company's Annual Report on Form 10-K for the year ended June 3, 2023.

#### **New Accounting Standards**

See Note 2 to the Condensed Consolidated Financial Statements.

**Cautionary Note Regarding Forward-Looking Statements**

This report includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements relate to future events and anticipated results of operations, business strategies, the anticipated benefits of our acquisition of Knoll, the anticipated impact of the Knoll acquisition on the combined company’s business and future financial and operating results, the expected amount and timing of synergies from the Knoll acquisition, and other aspects of our operations or operating results. These forward-looking statements generally can be identified by phrases such as “will,” “expects,” “anticipates,” “foresees,” “forecasts,” “estimates” or other words or phrases of similar import. It is uncertain whether any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do, what impact they will have on the results of operations and financial condition of MillerKnoll or the price of MillerKnoll’s stock. These forward-looking statements involve certain risks and uncertainties, many of which are beyond MillerKnoll’s control, that could cause actual results to differ materially from those indicated in such forward-looking statements, including but not limited to: general economic conditions; the impact of any government policies and actions to protect the health and safety of individuals or to maintain the functioning of national or global economies, and the Company’s response to any such policies and actions; the impact of public health crises, such as pandemics and epidemics; risks related to the additional debt incurred in connection with the Knoll acquisition; MillerKnoll’s ability to comply with its debt covenants and obligations; the risk that the anticipated benefits of the Knoll acquisition will be more costly to realize than expected; the effect of the announcement of the Knoll acquisition on the ability of MillerKnoll to retain and hire key personnel and maintain relationships with customers, suppliers and others with whom MillerKnoll does business, or on MillerKnoll’s operating results and business generally; the ability to successfully integrate Knoll’s operations; the ability of MillerKnoll to implement its plans, forecasts and other expectations with respect to MillerKnoll’s business after the completion of the Knoll acquisition and realize expected synergies; business disruption following the Knoll acquisition; the availability and pricing of raw materials; the financial strength of our dealers and the financial strength of our customers; the success of newly-introduced products; the pace and level of government procurement; and the outcome of pending litigation or governmental audits or investigations. For additional information about other factors that could cause actual results to differ materially from those described in the forward-looking statements, please refer to MillerKnoll’s periodic reports and other filings with the SEC, including the risk factors identified in our Annual Report on Form 10-K for the year ended June 3, 2023. The forward-looking statements included in this report are made only as of the date hereof. MillerKnoll does not undertake any obligation to update any forward-looking statements to reflect subsequent events or circumstances, except as required by law.

**Item 3: Quantitative and Qualitative Disclosures About Market Risk**

The information concerning quantitative and qualitative disclosures about market risk contained in the Company’s Annual Report on Form 10-K for the year ended June 3, 2023 has not changed materially. The nature of market risks from interest rates and commodity prices has not changed materially during the first three months of fiscal 2024.

**Foreign Exchange Risk**

The Company primarily manufactures its products in the United States, United Kingdom, Canada, China, Italy, India, Mexico and Brazil. It also sources completed products and product components from outside the United States. The Company’s completed products are sold in numerous countries around the world. Sales in foreign countries as well as certain expenses related to those sales are transacted in currencies other than the Company’s reporting currency, the U.S. dollar. Accordingly, production costs and profit margins related to these sales are affected by the currency exchange relationship between the countries where the sales take place and the countries where the products are sourced or manufactured. These currency exchange relationships can also impact the Company’s competitive positions within these markets.

In the normal course of business, the Company enters into contracts denominated in foreign currencies. The principal foreign currencies in which the Company conducts its business are the British pound sterling, euro, Canadian dollar, Japanese yen, Mexican peso, Hong Kong dollar, Chinese renminbi, and the Danish krone. Changes in the fair value of such contracts are reported in earnings in the period the value of the contract changes. The net gain or loss upon settlement and the change in fair value of outstanding contracts is recorded as a component of Other (income) expense.

Item 4: Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of management, including the Company's Chief Executive Officer and Chief Financial Officer, management has evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) as of September 2, 2023, and the Company's Chief Executive Officer and Chief Financial Officer have concluded that, as of that date, the Company's disclosure controls and procedures are effective.

Changes in Internal Control Over Financial Reporting

There were no changes in the Company's internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) during the quarterly period ended September 2, 2023, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1: Legal Proceedings

There have been no material changes in the Company's legal proceedings from those set forth in the Company's Annual Report on Form 10-K for the year ended June 3, 2023.

Item 1A: Risk Factors

There have been no material changes in the Company's risk factors from those set forth in the Company's Annual Report on Form 10-K for the year ended June 3, 2023.

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

Issuer Purchases of Equity Securities

The Company has one share repurchase plan authorized by the Board of Directors on January 16, 2019, which provides a share repurchase authorization of \$250.0 million with no specified expiration date. The approximate dollar value of shares available for purchase under the plan at September 2, 2023 was \$188.5 million.

The following is a summary of share repurchase activity during the fiscal quarter ended September 2, 2023.

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Approximate Dollar Value of Shares that may yet be Purchased Under the Plans or Programs (in millions) <sup>(1)</sup>
6/4/2023 - 7/1/2023	—	\$ —	—	\$ 220.5
7/2/2023 - 7/29/2023	400,942	\$ 18.33	400,942	\$ 213.2
7/30/2023 - 9/2/2023	1,269,193	\$ 19.42	1,269,193	\$ 188.5
Total	1,670,135		1,670,135	

(1) Amounts are as of the end of the period indicated

The Company may repurchase shares from time to time for cash in open market transactions, privately negotiated transactions, pursuant to accelerated share repurchase programs or otherwise in accordance with applicable federal securities laws. The timing and amount of the repurchases will be determined by the Company's management based on their evaluation of market conditions, share price and other factors. The share repurchase program may be suspended or discontinued at any time.

During the period covered by this report, the Company did not sell any shares of common stock that were not registered under the Securities Act of 1933.

Item 5: Other Information

During the period covered by this Quarterly Report on Form 10-Q, no director or officer of the Company adopted or terminated a "Rule 10b5-1 Trading Arrangement" or "Non-Rule 10b5-1 Trading Arrangement," as each term is defined in Item 408(a) of Regulation S-K.

Item 6: Exhibits

The following exhibits (listed by number corresponding to the Exhibit table as Item 601 in Regulation S-K) are filed with this Report:

Exhibit Number	Document
10.1	<a href="#">MillerKnoll, Inc. 2020 Long-Term Incentive Plan Global Restricted Stock Unit Award Agreement*</a>
10.2	<a href="#">MillerKnoll, Inc. 2020 Long-Term Incentive Plan Global Stock Option Agreement*</a>
31.1	<a href="#">Certificate of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>

- 31.2 [Certificate of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002](#)
- 32.1 [Certificate of the Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002](#)
- 32.2 [Certificate of the Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002](#)
- 101.INS The instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL Document.
- 101.SCH XBRL Taxonomy Extension Schema Document
- 101.CAL XBRL Taxonomy Extension Calculation Linkbase Document
- 101.LAB XBRL Taxonomy Extension Label Linkbase Document
- 101.PRE XBRL Taxonomy Extension Presentation Linkbase Document
- 101.DEF XBRL Taxonomy Extension Definition Linkbase Document
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL Document)
- \* Denotes compensatory plan or arrangement.

# Signatures

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

October 11, 2023

/s/ Andrea R. Owen  
Andrea R. Owen  
President and Chief Executive Officer  
(Duly Authorized Signatory for Registrant)

October 11, 2023

/s/ Jeffrey M. Stutz  
Jeffrey M. Stutz  
Chief Financial Officer  
(Duly Authorized Signatory for Registrant)

**MILLERKNOLL, INC. 2020 LONG-TERM INCENTIVE PLAN  
GLOBAL RESTRICTED STOCK UNIT AWARD AGREEMENT**

Participant: [INSERT NAME]

Award Date: [INSERT AWARD DATE]

Number of Restricted Stock Units: [INSERT TOTAL RSUs]

This certifies MillerKnoll, Inc. (the “Company”) has on the date set forth above (the “Award Date”) granted to the individual named above (the “Participant”) a grant of Restricted Stock Units (the “Award”) under the MillerKnoll, Inc. 2020 Long-Term Incentive Plan (the “Plan”) as summarized above and as detailed in the Executive Compensation Equity Award Notice (the “Award Notice”) reflected in the web portal maintained by E\*TRADE Financial Corporate Services, Inc. (the “Stock Plan Service Provider”).

The Award is subject to the terms and conditions set forth in this Global Restricted Stock Unit Award Agreement (the “Award Agreement”). A copy of the Plan and the U.S. prospectus for the Plan Prospectus has been delivered or otherwise made available to the Participant. The Plan is incorporated into this Award Agreement by reference, and in the event of any conflict between the terms of the Plan and this Award Agreement, the terms of the Plan shall govern; provided, however, that definitions under this Award Agreement shall govern. Any capitalized terms not defined herein shall have the meaning set forth in the Plan. For purposes of this Award Agreement, “Employer” shall mean the Subsidiary that employs the Participant (to the extent the Participant is not directly employed by the Company).

1. Rights of the Participant with Respect to the Restricted Stock Units.

(a) No Shareholder Rights. The Restricted Stock Units granted pursuant to this Award are not shares of Common Stock, but instead are the contingent right to receive shares of Common Stock and do not and shall not entitle the Participant to any rights of a shareholder of Common Stock. The rights of the Participant with respect to the Restricted Stock Units shall remain forfeitable at all times prior to the date on which such rights become vested in accordance with Section 2, 3 or 4.

(b) Additional Restricted Stock Units. As long as the Participant holds Restricted Stock Units granted pursuant to this Award, the Company shall credit to the Participant, as of each date that the Company pays a Dividend (as defined below) in cash to holders of Common Stock (the “Dividend Payment Date”), an additional number of Restricted Stock Units (“Additional Restricted Stock Units”) equal to:

(i) The total number of Restricted Stock Units and Additional Restricted Stock Units credited to the Participant under this Award as of the close of business on the record date for such Dividend, multiplied by

(ii) The dollar amount of the Dividend paid per share of Common Stock by the Company on such Dividend Payment Date, divided by

(iii) The Fair Market Value of a share of Common Stock on such Dividend Payment Date.

The term “Dividend” shall include all dividends, whether normal or special, and whether payable in cash, Common Stock, or other property.

A report showing the number of Additional Restricted Stock Units so credited shall be made available to the Participant periodically, as determined by the Company. The Additional Restricted Stock Units so credited shall vest and be subject to the same terms and conditions as the Restricted Stock Units to which such the Additional Restricted Stock Units relate, and the Additional Restricted Stock Units shall be forfeited in the event that the Restricted Stock Units with respect to which such Additional Restricted Stock Units were credited are forfeited.

(c) Settlement of Restricted Stock Units; Issuance of Common Stock. No shares of Common Stock shall be issued to the Participant prior to the date on which the Restricted Stock Units vest, and the restrictions with respect to the Restricted Stock Units lapse, in accordance with Section 2, 3 or 4. Neither this Section 1(c) nor any action taken pursuant to or in accordance with this Section 1(c) shall be construed to create a trust of any kind. After any Restricted Stock Units vest pursuant to Section 2, 3 or 4, all restrictions with respect to the distribution of the Restricted Stock Units have lapsed, and any tax withholding obligations related to such Restricted Stock Units have been satisfied pursuant to Section 8, the Company shall, within sixty (60) days, deposit the number of shares of Common Stock in settlement of such vested whole Restricted Stock Units and Additional Restricted Stock Units into the Participant’s brokerage account with the Stock Plan Service Provider, unless a valid deferral has been made pursuant to Section 7, in which case such distribution shall be made within sixty (60) days after the date to which distribution has been deferred.

2. Vesting. Subject to the terms and conditions of this Award, the Restricted Stock Units shall vest and become issuable as Common Stock to the Participant as set forth in the Award Notice.

3. Forfeiture or Early Vesting Upon Termination of Employment.

(a) Termination of Employment Generally. Except as provided in Sections 3(b), 3(c), and 3(d), if, prior to full vesting of the Restricted Stock Units pursuant to Section 2 or 4, the Participant ceases to be an employee of the Company or the Employer, then the Participant’s rights to all of the unvested Restricted Stock Units shall be immediately and irrevocably forfeited, including the right to receive Additional Restricted Stock Units issued in respect of unvested Restricted Stock Units.

(b) Death. If the Participant dies while employed by the Company or the Employer and has complied with Section 2 prior to the time that the Participant’s Restricted Stock Units become fully vested, then all of the Participant’s unvested Restricted Stock Units shall become immediately vested as of the date of death. No transfer by will or the applicable laws of descent and distribution of any Restricted Stock

Units that vest by reason of the Participant's death shall be effective to bind the Company unless the Committee shall have been furnished with written notice of such transfer and a copy of the will or such other evidence as the Committee may deem necessary to establish the validity of the transfer.

(c) Disability. If the Participant's employment by the Company or the Employer is terminated due to the Participant's Disability and the Participant has complied with Section 2 at all times prior to such termination, then all of the Participant's unvested Restricted Stock Units shall become immediately vested as of the date of such termination.

(d) Retirement.

(i) Except as provided in 3(d)(ii) below, if the Participant's employment by the Company or the Employer is terminated by reason of the Participant's Retirement (as defined below) during the first 12 months after the Award Date and prior to the time that the Participant's Restricted Stock Units have otherwise become fully vested, then a portion of the Participant's unvested Restricted Stock Units shall become immediately vested as of the date the Participant Retires. The portion of the Restricted Stock Units that shall vest upon the date of the Participant's Retirement will be determined by multiplying the sum of the Participant's Restricted Stock Units granted under this Award and any related Additional Restricted Stock Units by a fraction, the numerator of which is the number of number of days that Participant was employed by the Company or the Employer from the Award Date until the date of the Participant's Retirement, and the denominator of which is the number of days in the first 12 months after the Award Date. If the Participant terminates employment by reason of Retirement after the initial 12 month period, all of the Participant's Restricted Stock Units will be fully vested. "Retires" or "Retirement" means for purposes of this Award Agreement the Participant's resignation on or after attaining (A) age 55 and 5 or more years of service, or (B) 30 or more years of service. For clarity, a Company-initiated termination of the employment of the Participant shall not be considered a "Retirement". Subject to the Participant's compliance with the covenants set forth in Section 9 below and to applicable policies of the Company, the Restricted Stock Units shall, to the extent the right to receive shares has vested in accordance with the preceding sentences, be sellable any time.

(ii) Notwithstanding (i), if the Participant is a "Key Employee" (as defined below), such pro rata portion of the Participant's Restricted Stock Units shall become vested as provided above, but the conversion to Common Stock and the distribution of Common Stock to the Participant shall not occur until the earlier of:

(A) The date which is six (6) months after the date of the Participant's Retirement, or

(B) The date of the Participant's death.

(iii) For purposes of Section 3, a "**Key Employee**" is a Participant who, at any time during the year in which the Participant's employment with the Company terminated, was:

(A) An officer of the Company whose compensation from the Company for the year was more than \$180,000, as adjusted pursuant to Code Section 416(i)(1)(A);

(B) A more than 5% owner of the Company; or

(C) A more than 1% owner of the Company with annual compensation from the Company of more than \$150,000. For purposes of this Section 3, the term "owner" will include ownership attributed to the Participant under the rules of Code Section 318; provided, however, that the rules of Code Section 414(b), (c), and (m) do not apply for purposes of determining ownership of the Company.

(e) For purposes of this Award Agreement, the Committee shall have discretion to determine whether the Participant has ceased to be actively employed by (or, if the Participant is a consultant or director, has ceased actively providing services to) the Company or a Subsidiary, and the effective date on which such active employment (or active service-providing relationship) terminated. The Participant's active employer-employee or other active service-providing relationship will not be extended by any notice period mandated under applicable law (e.g., active employment shall not include a period of "garden leave", paid administrative leave or similar period pursuant to applicable law) and in the event of the Participant's termination of employment (whether or not in breach of applicable labor laws), the Participant's right to settle any Restricted Stock Units after termination of employment, if any, shall be measured by the date of termination of active employment or service and shall not be extended by any notice period mandated under applicable law. Unless the Committee provides otherwise (1) termination of the Participant's employment will include instances in which the Participant is terminated and immediately rehired as an independent contractor, and (2) the spin-off, sale, or disposition of the Employer from the Company or another Subsidiary (whether by transfer of shares, assets or otherwise) such that the Employer no longer constitutes a Subsidiary will constitute a termination of employment or service.

(f) If the Participant is a resident or employed in a country that is a member of the European Union, the grant of the Restricted Stock Units and this Award Agreement is intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Award Agreement is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the

minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

4. Change in Control. Notwithstanding any term to the contrary in this Award Agreement or the Plan, if within two (2) years after a Change in Control the Participant's employment (a) is terminated without Cause, (b) terminates with Good Reason or (c) terminates under circumstances that entitle the Participant to accelerated vesting under any individual employment agreement between the Participant and the Company, a Subsidiary, or any successor thereof, then this Award (or its replacement) shall become fully vested upon the date of such termination of employment. Notwithstanding the foregoing, if upon the occurrence of a Change in Control this Award is not assumed or continued, then this Award shall be treated in accordance with Section 14.3(a) of the Plan.

5. Restriction on Transfer. Any rights under this Award Agreement may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of by the Participant otherwise than by will or by the laws of descent and distribution, and any such purported sale, assignment, transfer, pledge, hypothecation or other disposition will be void and unenforceable against the Company.

6. Adjustments to Restricted Stock Units for Certain Corporate Transactions.

(a) The Committee will make an appropriate and proportionate adjustment to the number of Restricted Stock Units granted under this Award Agreement, if (i) the outstanding shares of Common Stock are increased or decreased, as a result of merger, consolidation, sale of all or substantially all of the assets of the Company, reclassification, stock dividend, stock split, reverse stock split, with respect to such shares of Common Stock or other securities, or (ii) additional shares or new or different shares or other securities are distributed with respect to such shares of Common Stock or other securities or exchanged for a different number or kind of shares or other securities through merger, consolidation, sale of all or substantially all of the assets of the Company, reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other distribution with respect to such shares of Common Stock or other securities.

(b) The Committee may make an appropriate and proportionate adjustment in the number of Restricted Stock Units granted under this Award Agreement if the outstanding shares of Common Stock are increased or decreased as a result of a recapitalization or reorganization not included within Section 6(a) above.

7. Deferral of Distribution. A Participant may elect to defer the conversion of Restricted Stock Units granted under this Award and related Additional Restricted Stock Units into Common Stock and the issuance of such Common Stock with respect thereto to a time later than that provided under Section 1(c). The Participant must file such election with the Committee at least 12 months prior to the date provided under Section 1(c) that such Restricted Stock Units are scheduled to be converted into Common Stock and issued to the Participant. The Participant must specify in the election the date on which the Restricted Stock Units granted under this Award and the related Additional Restricted Stock Units will be converted to Common Stock and issued to the Participant. The date elected must be at least five (5) years later than the date on which

the Restricted Stock Units would have been converted to Common Stock and issued to the Participant under Section 1(c).

8. Tax Withholding.

(a) Regardless of any action the Company or the Employer takes with respect to any or all federal, state, local or foreign income tax, social insurance, payroll tax, payment on account or other tax related-items ("Tax Related-Items"), the Participant acknowledges that the ultimate liability for all Tax Related-Items associated with the Restricted Stock Units are and remains the Participant's responsibility and may exceed the amount actually withheld by the Company and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax Related-Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of any shares of Common Stock acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate the Participant's liability for Tax Related-Items. Further, if the Participant is subject to tax in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Related-Items in more than one jurisdiction.

(b) Prior to the delivery of any shares of Common Stock upon settlement of the Restricted Stock Units, if the Participant's country of residence (and/or the Participant's country of employment, if different) requires withholding of Tax-Related Items, the Company shall withhold a sufficient number of shares of Common Stock otherwise issuable upon settlement of the Restricted Stock Units that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld. In cases where the Fair Market Value of the number of shares of Common Stock withheld is greater than the Tax-Related Items required to be withheld, the Company shall make a cash payment to the Participant equal to the difference as soon as administratively practicable. The cash equivalent of the shares of Common Stock withheld will be used to settle the obligation to withhold the Tax-Related Items. Alternatively, the Company may permit the Participant to tender payment of the Tax-Related Items to the Company (i) in the form of cash, check (bank check, certified check or personal check) or money order payable to the Company, (ii) in the form of unencumbered shares of Common Stock already owned by the Participant for at least six (6) months, (iii) causing the broker to sell from the number of shares of Common Stock to be issued to the Participant having an aggregate Fair Market Value necessary to satisfy the amount of Tax-Related Items due, or (iv) by having the Company or the Employer withhold the Tax-Related Items required to be withheld with respect to the shares of Common Stock in cash from the Participant's regular salary/wages, or from any other amounts payable to the Participant. In the event the withholding requirements for Tax-Related Items are not satisfied through any of the foregoing methods, no shares of Common Stock will be issued to the Participant (or the Participant's estate) upon settlement of the Restricted Stock Units unless and until satisfactory arrangements have been made by the Participant with respect to the payment of any Tax-Related Items which the Company and the Employer

determine, in their sole discretion, must be withheld or collected with respect to such Restricted Stock Units.

(c) Depending on the withholding method, the Company may withhold or account for Tax Related-Items by considering maximum applicable rates to the extent permitted by the Plan, in which case the Participant may receive a refund of any over-withheld amount in cash from the applicable taxing authority and will have no entitlement to the Share equivalent. If the obligation for Tax Related-Items is satisfied by withholding in shares of Common Stock, for tax purposes, the Participant shall be deemed to have been issued the full member of shares of Common Stock issued upon settlement of the Restricted Stock Units notwithstanding that a member of the shares of Common Stock are held back solely for the purpose of paying the Tax Related-Items.

(d) By accepting the Restricted Stock Units, the Participant expressly consents to the foregoing methods of tax withholding for Tax-Related Items associated with the Restricted Stock Units. All other Tax-Related Items related to the Restricted Stock Units and any shares of Common Stock delivered in payment thereof are the Participant's sole responsibility.

9. Participant Covenants. In consideration of the grant of this Award by the Company, the Participant agrees to the following:

(a) Confidentiality. In the course of the Participant's employment with the Company or the Employer, the Participant will be provided with or may have access to, and/or come into the possession of, Confidential Information; accordingly, the Participant agrees and promises:

(i) to protect and maintain the confidentiality of Confidential Information while employed by the Company or the Employer;

(ii) to return or provide to the Company (and not retain any copies, reproductions, or manifestations of any kind in any form) any and all materials reflecting Confidential Information and any other equipment, materials and writings received from, created for, belonging to the Company or the Employer or relating to the Company's or the Employer's business, then in the Participant's possession or under the Participant's control, (whether in "hard copy" or electronic form) including, but not limited to, those which relate to or contain Confidential Information (including all Company- or Employer-owned equipment) immediately upon end of employment or upon demand by the Company or the Employer;

(iii) not to (without the express prior written consent of the Company or the Employer) use, reproduce, create any derivative work improvement, modify, adapt, disclose, publish, communicate or make available any Confidential Information for any purpose other than as necessary and reasonable for performing the Participant's employment services or duties on behalf of the

Company or the Employer or for the benefit of the Company or the Employer;  
and

(iv) Nothing in this Award Agreement shall prohibit or impede the Participant (or the Participant's attorney) from communicating or otherwise participating in or fully cooperating with any investigation or proceeding that may be conducted by a U.S. federal, state or local governmental, regulatory or law enforcement branch, agency or entity (collectively, a "Governmental Entity"), filing a charge or complaint with the Securities and Exchange Commission, or any other federal, state, or local governmental regulatory or law enforcement agency, or making other disclosures or reports that are protected under the whistleblower provisions of federal, state or local law or regulation, including about alleged unlawful employment practices or alleged criminal conduct. The Participant can provide Confidential Information to Government Entity without risk of being held liable by the Company or the Employer for liquidated damages or other financial penalties. This Award Agreement also does not limit the Participant's right to receive an award for information provided to any Government Entity. In addition, nothing in this Agreement is intended to interfere with any rights the Participant may have under Section 7 of the National Labor Relations Act.

(b) Restrictive Covenants. The Participant understands and agrees that the Company and the Employer have legitimate interests in protecting their goodwill, their relationships with customers and business partners, and in maintaining their confidential information, trade secrets and Confidential Information, and that it would cause severe and irreparable harm to the Company or the Employer if the Participant were to improperly utilize or disclose any trade secrets, other Confidential Information or customer relationships, or if the Company or the Employer were to otherwise lose its customer relationships or goodwill. Therefore, the Participant hereby agrees that the following restrictions are appropriate and necessary to meet such goals and that such restrictions do not impose undue hardship or burdens on the Participant.

(i) Non-Solicitation of Company Customers or Employer Customers. The Participant acknowledges that the relationships and goodwill that the Participant develops with Company Customers or Employer Customers as a result of the Participant's employment belong to the Company. The Participant therefore agrees and covenants that during the Restricted Period, the Participant will not, and will not assist anyone else to, except in furtherance of the Participant's employment with the Company or the Employer (1) solicit, aid, induce or encourage any Company Customer or Employer Customer to cease purchasing goods or services from, or otherwise interfere with the relationship between the Company or the Employer and any Company Customer or Employer Customer, respectively.

(ii) Non-Service of Company Customers or Employer Customers. The Participant agrees and covenants, during the Restricted Period, except in the furtherance of the Participant's employment with the Company or the Employer,

not to render any services to or sell any products to any Company Customer or Employer Customer, unless such services or products or similar services or products are not provided to any Company Customer or Employer Customer by the Company or the Employer, respectively, and are not planned to be offered by the Company or the Employer to any Company Customer or Employer Customer, respectively. For purposes of this Award Agreement, services, products or business shall be considered “planned to be offered by the Company or the Employer” if the following conditions are satisfied: (1) the Company or the Employer plans to offer or engage in such services, products or business within six (6) months after the termination of Participant’s employment, and (2) the Participant participated in the Company’s or the Employer’s planning of such services, products or business. Except as otherwise provided in this Award Agreement, nothing in this Section shall prevent the Participant from performing or providing such services, products or business as an employee of a Company Customer or Employer Customer, unless: (i) such Company Customer’s or Employer Customer’s business is to perform or provide services, products or business similar to those performed or provided by the Company or the Employer; (ii) such services, products or business are being performed or provided by the Participant to multiple persons or entities; or (iii) such services, products or business would impair the Company’s or the Employer’s independence and the Participant has not obtained approval from the Company’s Legal Department prior to performing or providing such services, products or business.

(iii) Non-Solicitation of Employees. The Participant agrees and covenants that during the Restricted Period, the Participant shall not, except in furtherance of the Participant’s employment with the Company or the Employer, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, solicit, hire, recruit, or attempt to solicit, hire, or recruit, any Covered Employee, or induce the resignation of any Covered Employee from the Company or the Employer. This Section does not restrict or impede, in any way, and shall not be interpreted or understood as restricting or impeding, the Participant from exercising protected rights that cannot be waived by agreement.

(iv) Non-Competition. The Participant agrees that during the Restricted Period, the Participant will not, for the Participant, or on behalf of any other person or entity, directly or indirectly, engage in any Competitive Activity, unless approved by the Company or the Employer in advance in writing. Notwithstanding the foregoing, nothing herein shall prohibit the Participant from being a passive owner of not more than two percent (2%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company or the Employer, so long as the Participant has no active participation in the business of such corporation.

(c) Definitions. For purposes of this Section 9, the following terms shall be defined as follows:

(i) Company Customer or Employer Customer. “Company Customer” or “Employer Customer” is limited to those customers or partners who did business with the Company, or the Employer as applicable, and (A) with whom the Participant had substantive contact within the most recent 12 months of the Participant’s employment with the Company or the Employer (or during the period of the Participant’s employment, if the Participant was employed for less than 12 months) and (B) about whom the Participant has customer information or any other trade secret or confidential information that is not available publicly. “Company Customer” or “Employer Customer” shall not, however, include any individual who purchased a Competitive Product from the Company, or the Employer as applicable, by direct purchase from one of its retail establishments or via on-line over the Internet, unless such purchase was of such quantity that the purchase price exceeded \$15,000.

(ii) Competitive Activity. “Competitive Activity” means becoming an employee, advisor, officer, director, consultant, contractor, partner, principal, manager, or executive of a Direct Competitor, (including as an employee of, or consultant to, any vendor providing services or products to any Direct Competitor), whether or not for compensation, where there is a reasonable possibility that the Participant may, intentionally or inadvertently, directly or indirectly, use or rely upon Confidential Information; or (1) in a capacity that is similar to the capacity the Participant was in, (2) where the Participant provides services that are similar to the services the Participant provided, or (3) with responsibilities that are similar to the responsibilities the Participant had, in each case, during the final 12 months the Participant was employed by the Company or the Employer (or during the period of the Participant’s employment, if the Participant was employed for less than 12 months).

(iii) Competitive Services. “Competitive Services” means services of the type that the Company or the Employer provided or offered to its customers or partners at any time during the 12 months immediately preceding the last day of the Participant’s employment with the Company or the Employer (or at any time during the Participant’s employment if the Participant was employed for less than 12 months), and for which services the Participant was involved in providing or managing.

(iv) Competitive Products. “Competitive Products” means products that serve the same function as, or that could be used to replace, products the Company or the Employer provided to, offered to, or was in the process of developing for a present, former, or future possible customer/partner at any time during the twelve (12) months immediately preceding the last day of the Participant’s employment with the Company or the Employer (or at any time during the Participant’s employment if the Participant was employed for less than 12 months), with which the Participant had direct responsibility for the sale or development of such products or managing those persons responsible for the sale or development of such products.

(v) Confidential Information. “Confidential Information” means, individually and collectively, the Company’s or the Employer’s confidential, proprietary and/or trade secret information relating to the Company’s actual or anticipated business and/or the Company’s or the Employer’s existing and prospective clients, products, services, and technology. Confidential Information includes, but is not limited to, existing and prospective client databases, lists, identities, characteristics, and contact information, information regarding decision-makers for the Company’s or the Employer’s existing and prospective clients, proposals, intellectual property, and other proprietary features of Company’s or the Employer’s current and anticipated computer programs, software, training materials and products, trade secrets or know-how, pricing schedules, financial information, processes, strategic plans and initiatives, investment strategies and plans, marketing and sales techniques and plans, budgets, projections, forecasts, employee personnel files and other non-public information about Company or Employer employees, compensation or other terms of employment, contracts, procedures, all non-public information that has or could have commercial value or other utility in the business in which the Company or the Employer is engaged or contemplates engaging, and all information the unauthorized use or disclosure of which could be detrimental to the interests of the Company or the Employer, whether or not such information is labeled, marked, or otherwise identified as Confidential Information by the Company or the Employer, and all compilations, reproductions, and derivations of any of the foregoing information. Confidential Information includes not only information disclosed by the Company or the Employer to the Participant, but also information developed, obtained, or learned, and work product produced, and all by the Participant during the course of the Participant’s employment with the Company or the Employer or derived from use of any Company or Employer equipment, systems or information. Confidential Information (i) includes the foregoing information even if disclosed to the Participant in connection with the contemplation of the Participant becoming an employee of the Company or the Employer, i.e., prior to the effective date of the Participant’s employment, or prior to the Participant signing this Award Agreement, and (ii) does not include any information that is publicly known, or after it becomes publicly known through no wrongful act or omission of the Participant or of others who were under confidentiality or non-disclosure obligations at that time related to such information.

(vi) Covered Employee. “Covered Employee” means any then-current employee of the Company or the Employer or any employee who has been employed by the Company or the Employer in the twelve (12) months before the Participant’s last day of employment (or at any time during the Participant’s employment if the Participant was employed for less than 12 months) with whom the Participant had contact during the course of performing the Participant’s duties.

(vii) Direct Competitor. “Direct Competitor” means any person, business, company or operation, irrespective of form (e.g., a sole proprietorship,

partnership, limited liability company, corporation, joint venture or other type of entity) that (1) provides Competitive Products and/or Competitive Services, or (2) owns or controls a significant interest in any entity that provides, or proposes or plans to provide, any Competitive Product and/or Competitive Services.

(viii) Restricted Period. “Restricted Period” means the period during the Participant’s employment with the Company or the Employer and for a period of twelve (12) months (or such longer period as set forth in another agreement between the Participant and the Company or the Employer) immediately following the termination of the Participant’s employment with the Company or the Employer, regardless of the reason for the termination, whether voluntary or involuntary.

(d) Non-disparagement. The Participant agrees that, while employed with the Company or the Employer and thereafter, the Participant will not, directly or indirectly, individually or in concert with others, engage in any conduct or make any statement calculated or likely to have the effect of undermining, disparaging or otherwise reflecting poorly upon the Company or the Employer, any member of its Board of Directors or any executive officer of the Company or the Employer (the “Protected Persons”) or the Company’s or the Employer’s business. This Section does not, in any way, restrict or impede the Participant from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized Governmental Entity, provided that such compliance does not exceed that required by the law, regulation, or order.

(e) Exception. Nothing in this Award Agreement is intended to prevent the Participant from making disclosures of Confidential Information if required by applicable law, regulation, or legal process, provided that the Participant provide the Company or the Employer with prior notice of the contemplated disclosure and reasonably cooperate with the Company or the Employer, at its expense, in seeking a protective order or other appropriate protection of such information. In addition, nothing in this Award Agreement is intended interfere with the whistleblower provisions of any United States federal, state or local law or regulation, including but not limited to Rule 21F-17 of the Securities Exchange Act of 1934 or § 1833(b) of the U.S. Defend Trade Secrets Act of 2016 (the “DTSA”). Accordingly, notwithstanding anything to the contrary therein, nothing in this Award Agreement prohibits, restricts or prevents the Participant from reporting possible violations of United States federal, state or local law or regulation to any United States federal, state or local governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or to an attorney, or from making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or from disclosing trade secrets and other Confidential Information in the course of such reporting; provided, however, that the Participant use the Participant’s reasonable best efforts to (i) disclose only information that is reasonably related to such possible violations or that is requested by such agency or entity, and (ii) request that such agency or entity treat such information as confidential. The Participant does not need the prior

authorization from the Company or the Employer to make any such whistleblower reports or disclosures and is not required to notify the Company or the Employer that the Participant has made such reports or disclosures. The Participant understands and acknowledges that the DTSA provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, the DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (X) files any document containing the trade secret under seal; and (Y) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement or any other agreement by and between the Participant and the Company is intended to conflict with the DTSA or create liability for disclosures of trade secrets expressly allowed by such section.

(f) Severability and Enforcement. The covenants set forth in Section 9 of the Award Agreement are independent and severable from every other provision of this Award Agreement, and the breach of any other provision of this Award Agreement by the Company or the Employer or any other agreement between the Participant and the Company or the Employer shall not affect the validity of the provisions of Section 9 or constitute a defense in any action brought by the Company or the Employer to enforce the provisions of Section 9 or to seek any relief for the Participant's breach thereof. The parties agree that if a competent authority declines to enforce any of the provisions of Section 9, that the authority responsible for such determination shall have the power to reduce, modify or limit the restrictions to restrict competition with or solicitation from the Company or the Employer to the maximum extent permitted by law. To the extent that any invalid or unenforceable provision cannot be cured by modification or reformation, such offending provision shall be limited or eliminated to the minimum extent necessary so that this Section 9 shall otherwise remain in full force and effect and be enforceable. The modification, reformation, limitation or elimination of any provision of this Section 9 shall not affect the validity or enforceability of the remaining provisions of this Agreement in that jurisdiction, or the validity or enforceability of this Agreement in any other jurisdiction. The provisions of this Section 9 will not apply to the Participant to the extent any such provision is prohibited or otherwise restricted by applicable law.

(g) State-Specific Modifications. The **US State Addendum**, attached hereto and hereby incorporated herein, contains certain important modifications that may apply to the Participant based on the laws of the state of the Participant's Primary Place of Employment if the Participant primarily performs services in the United States. The Participant acknowledges that the Participant reviewed the **US State Addendum** before electronically accepting this Award Agreement and understand the impact of state law modifications, if any, that may apply to the Participant. The term "Primary Place of Employment" means the location where the Participant primarily performs services for

the Company as designated by the Company or the Employer in accordance with the Company's or the Employer's applicable policies and procedures.

10. Miscellaneous.

(a) Neither this Award Agreement nor the Plan confers on the Participant any right with respect to the continuance of employment by the Company or the Employer, nor will there be a limitation in any way on the right of the Company or the Employer to terminate the Participant's employment at any time.

(b) An original record of this Award Agreement and all the terms hereof, executed by the Company and accepted and acknowledged by the Participant, is held on file by the Company. This Award Agreement and the Participant's acknowledgement may be made in either paper or electronic format as specified by the Company. To the extent there is any conflict between the terms contained in this Award Agreement and the terms contained in the original held by the Company, the terms of the original held by the Company will control.

11. Section 409A Compliance. To the extent applicable, it is intended that this Award Agreement be exempt from or comply with the provisions of Section 409A of the Internal Revenue Code, as amended ("Section 409A"). This Award Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Award Agreement to fail to satisfy Section 409A will have no force and effect until amended to comply therewith (which amendment may be retroactive to the extent permitted by Section 409A). If any payments under this Award Agreement constitute nonqualified deferred compensation subject to the requirements of Section 409A and are payable upon a termination of the Participant's employment, then (a) all such payments shall be made only upon a "separation from service" within the meaning of Section 409A, (b) for purposes of determining the timing of such payments, the Participant's termination shall not be considered to occur until the Participant has incurred such a separation from service and (c) to the extent required for compliance with Section 409A if the Participant is a "specified employee" within the meaning of Section 409A, payments will be delayed by six months.

12. Section 280G. Notwithstanding anything contained in this Award Agreement to the contrary, to the extent that any of the payments and benefits provided for under this Award Agreement, together with any payments or benefits under any other agreement or arrangement between the Company or any of its affiliates and the Participant (collectively, the "Payments") would constitute a "parachute payment" within the meaning of Section 280G of the Code, the amount of such Payments shall be reduced (to the extent any reduction is necessary) to the amount that would result in no portion of the Payments being subject to the excise tax imposed pursuant to Section 4999 of the Code if and only if such reduction would provide the Participant with an after-tax amount greater than if there was no reduction. Any reduction shall be done in a manner that maximizes the amount to be retained by the Participant, provided that to the extent any order is required to be set forth herein, then such reduction shall be applied in the following order: (a) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (b) payments due in respect of any equity valued at full value under Treasury

Regulation Section 1.280G-1, Q&A 24(a) will be reduced next (if necessary, to zero), with amounts that are payable or deliverable last reduced first; (c) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24 will be reduced next (if necessary, to zero), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24); (d) payments due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24 will be reduced next (if necessary, to zero), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24); and (e) all other non-cash benefits will be next reduced pro-rata.

13. Electronic Delivery. The Company, in its sole discretion, may decide to deliver any documents related to the Restricted Stock Units to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

14. Data Privacy. *The Company is located at 855 East Main Avenue, Zeeland, MI 49464, United States of America and grants Restricted Stock Units under the Plan to employees of the Company and its Subsidiaries in its sole discretion. In conjunction with the Company's grant of Restricted Stock Units under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting the grant of Restricted Stock Units, the Participant expressly and explicitly consents to the Personal Data Activities as described herein. The Participant should consult the Company's Global Associate Privacy Notice for additional information on its current privacy practices concerning the collection of employee information, a copy of which can be provided by contacting the Participant's local human resources department or the Company's privacy team at [privacy@millerknoll.com](mailto:privacy@millerknoll.com).*

(a) Data Collection, Processing and Usage. *The Company collects, processes and uses the Participant's personal data, including the Participant's name, home address, e-mail address, and telephone number, date of birth, social insurance / passport number or other identification number (e.g. resident registration number), salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Restricted Stock Units or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Employer ("Personal Information"). In granting Restricted Stock Units under the Plan, the Company will collect the Participant's Personal Information for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of the Participant's Personal Information is the Participant's consent.*

(b) Stock Plan Service Provider. *The Company transfers the Participant's Personal Information to the Stock Plan Service Provider, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Stock Plan Service Provider and share the Participant's*

*Personal Information with another company that serves in a similar manner. The Stock Plan Service Provider will open an account for the Participant to receive and trade shares of Common Stock acquired under the Plan. The Participant will be asked to agree on separate terms and data processing practices with the Stock Plan Service Provider, which is a condition to the Participant's ability to participate in the Plan.*

(c) International Data Transfers. *The Company and the Stock Plan Service Provider are based in the United States. The Participant should note that the Participant's country of residence may have enacted data privacy laws that are different from the United States. The Company's legal basis for the transfer of the Participant's Personal Information to the United States is the Participant's consent.*

(d) Voluntariness and Consequences of Consent Denial or Withdrawal. *The Participant's participation in the Plan and the Participant's grant of consent is purely voluntary. The Participant may deny or withdraw the Participant's consent at any time. If the Participant does not consent, or if the Participant later withdraws the Participant's consent, the Participant may be unable to participate in the Plan. This would not affect the Participant's existing employment or salary; instead, the Participant merely may forfeit the opportunities associated with the Plan.*

(e) Data Subject Rights. *The Participant may have a number of rights under the data privacy laws in the Participant's country of residence. For example, the Participant's rights may include the right to (i) request access or copies of Personal Information the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in the Participant's country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of the Participant's personal data. To receive clarification regarding the Participant's rights, the Participant should contact the Participant's local human resources department or the Company's privacy team at [privacy@millerknoll.com](mailto:privacy@millerknoll.com). Further, the Participant may exercise the Participant's rights via the Company's Privacy Rights Portal (<https://www.millerknoll.com/legal/privacy/privacy-rights>).*

15. Severability. In the event that any provision of this Award Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Award Agreement.

16. Governing Law and Venue. Except for Section 9 of this Award Agreement, which shall be governed by, and construed in accordance with, the laws of the State of the Participant's Primary Place of Employment if the Participant primarily works in the United States, the laws of the State of Michigan (other than its choice of law provisions) shall govern this Award Agreement and its interpretation. For purposes of litigating any dispute that arises with respect to the Restricted Stock Units, this Award Agreement or the Plan, the parties hereby submit to and consent to the jurisdiction of the State of Michigan, and agree that such litigation shall be conducted in the courts of Kent County, or the United States Federal court for the Western District of Michigan, and no other courts; and waive, to the fullest extent permitted by

law, any objection that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in any such court is improper or that such proceedings have been brought in an inconvenient forum. Any claim under the Plan, this Award Agreement or any Restricted Stock Units must be commenced by the Participant within twelve (12) months of the earliest date on which the Participant's claim first arises, or the Participant's cause of action accrues, or such claim will be deemed waived by the Participant.

17. Nature of Restricted Stock Units. In accepting the Restricted Stock Units, the Participant expressly acknowledges and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, benefits in lieu of Restricted Stock Units or other equity awards, even if Restricted Stock Units have been granted repeatedly in the past;

(c) all decisions with respect to future equity awards, if any, shall be at the sole discretion of the Company;

(d) the Participant's participation in the Plan is voluntary;

(e) the Restricted Stock Units, and the income and value of same, is an extraordinary item that (i) does not constitute compensation of any kind for services of any kind rendered to the Company or any Subsidiary, and (ii) is outside the scope of the Participant's employment or service contract, if any, with the Employer;

(f) the Restricted Stock Units, and the income and value of same, is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or any Subsidiary;

(g) the Restricted Stock Units and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not intended to replace or supplement any pension rights or compensation;

(h) unless otherwise agreed with the Company, the Restricted Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Subsidiary;

(i) the future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty;

(j) if the shares of Common Stock do not increase in value, the Restricted Stock Units will have no value;

(k) if the Participant settles the Restricted Stock Units and obtains shares of Common Stock, the value of the shares of Common Stock obtained upon settlement may increase or decrease in value;

(l) in consideration of the award of the Restricted Stock Units, no claim or entitlement to compensation or damages shall arise from termination of the Restricted Stock Units or diminution in value of the Restricted Stock Units, or shares of Common Stock issued through the settlement of the Restricted Stock Units, resulting from termination of the Participant's employment or continuous service with the Company or any Subsidiary (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable labor laws of the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and in consideration of the grant of the Restricted Stock Units, the Participant agrees not to institute any claim against the Company or any Subsidiary; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing/electronically accepting this Award Agreement, the Participant shall be deemed to have irrevocably waived the Participant's entitlement to pursue or seek remedy for any such claim; and

(m) neither the Company, the Employer nor any other Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the U.S. Dollar that may affect the value of the Restricted Stock Units or of any amounts due to the Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any shares of Common Stock acquired upon settlement.

18. Language. The Participant acknowledges that the Participant is proficient in the English language and understands the terms of this Award Agreement. If the Participant has received the Plan, this Award Agreement, the Plan or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise prescribed by applicable law.

19. Waiver. The Participant acknowledges that a waiver by the Company of breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by the Participant or any other participant.

20. Insider Trading/Market Abuse Laws. By accepting the Restricted Stock Units, the Participant acknowledges that the Participant is bound by all the terms and conditions of any Company insider trading policy as may be in effect from time to time. The Participant further acknowledges that, depending on the Participant's country, the Participant may be or may become subject to insider trading restrictions and/or market abuse laws, which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (e.g., Restricted Stock Units) or rights linked to the value of

shares of Common Stock under the Plan during such times as the Participant is considered to have “inside information” regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party, which may include fellow employees and (b) “tipping” third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any Company insider trading policy as may be in effect from time to time. The Participant acknowledges that it is the Participant’s personal responsibility to comply with any applicable restrictions, and the Participant should speak to the Participant’s personal advisor on this matter.

21. Legal and Tax Compliance; Cooperation. If the Participant resides or is employed outside of the United States, the Participant agrees, as a condition of the grant of the Restricted Stock Units, to repatriate all payments attributable to the shares of Common Stock and/or cash acquired under the Plan (including, but not limited to, dividends and any proceeds derived from the sale of shares of Common Stock acquired pursuant to the Restricted Stock Units) if required by and in accordance with local foreign exchange rules and regulations in the Participant’s country of residence (and country of employment, if different). In addition, the Participant also agrees to take any and all actions, and consent to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Participant’s country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant’s personal legal and tax obligations under local laws, rules and regulations in the Participant’s country of residence (and country of employment, if different).

22. Private Offering. The grant of the Restricted Stock Units is not intended to be a public offering of securities in the Participant’s country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filing with the local securities authorities with respect to the grant of the Restricted Stock Units (unless otherwise required under local law). No employee of the Company is permitted to advise the Participant on whether the Participant should participate in the settlement of any shares of Common Stock pursuant to the Restricted Stock Units under the Plan or provide the Participant with any legal, tax or financial advice with respect to the grant of the Restricted Stock Units. Participation in Restricted Stock Units involves a degree of risk. Before deciding to participate in the settlement of any shares of Common Stock pursuant to the Restricted Stock Units, the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition of shares of Common Stock under the Plan or the disposition of them. Further, the Participant should carefully review all of the materials related to the Restricted Stock Units and the Plan, and the Participant should consult with the Participant’s personal legal, tax and financial advisors for professional advice in relation to the Participant’s personal circumstances.

23. Foreign Asset/Account Reporting and Exchange Controls. The Participant’s country of residence (and country of employment, if different) may have certain exchange control and/or foreign asset/account reporting requirements which may affect the Participant’s

ability to acquire or hold shares of Common Stock under the Plan or cash received from participating in the Plan (including from any dividends paid on shares of Common Stock or sale proceeds resulting from the sale of shares of Common Stock) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in the Participant's country. The Participant may be required to repatriate sale proceeds or other funds received as a result of the Participant's participation in the Plan to the Participant's country through a designated bank or broker within a certain time after receipt. The Participant acknowledges that it is the Participant's responsibility to comply with any applicable regulations, and that the Participant should speak to the Participant's personal advisor on this matter.

24. Country Addendum. Notwithstanding any provisions of this Award Agreement, the Restricted Stock Units and any shares of Common Stock acquired under the Plan shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different), as set forth in the addendum to this Award Agreement (the "Country Addendum"). Moreover, if the Participant relocates to one of the countries included in the Country Addendum, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines, in its discretion, that the application of such terms and conditions is necessary or advisable for legal or administrative reasons and provided the imposition of the term or condition will not result in any adverse accounting expense with respect to the Restricted Stock Units (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). The Country Addendum shall form part of this Award Agreement.

25. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Restricted Stock Units and any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and provided the imposition of the term or condition will not result in adverse accounting expense to the Company, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

26. Recoupment. The Restricted Stock Units granted pursuant to this Award Agreement are subject to the terms of the Company's recoupment policy(ies) in the form approved by the Committee from time to time (including any successor(s) thereto, the "Policy") and to the terms required by applicable law; and the terms of the Policy and such applicable law are incorporated by reference herein and made a part hereof. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold the shares of Common Stock and other amounts acquired pursuant to the Participant's Restricted Stock Units, to re-convey, transfer or otherwise return such shares of Common Stock and/or other amounts to the Company upon the Company's enforcement of the Policy. To the extent that this Award Agreement and the Policy conflict, the terms of the Policy shall prevail.

27. Notices. The Company may, directly or through its third party Stock Plan Service Provider, endeavor to provide certain notices to the Participant regarding certain events relating

to awards that the Participant may have received or may in the future receive under the Plan, such as notices reminding the Participant of the vesting or expiration date of certain awards. The Participant acknowledges and agrees that (a) the Company has no obligation (whether pursuant to this Award Agreement or otherwise) to provide any such notices; (b) to the extent the Company does provide any such notices to the Participant the Company does not thereby assume any obligation to provide any such notices or other notices; and (c) the Company, its Subsidiaries and the third party Stock Plan Service Provider have no liability for, and the Participant has no right whatsoever (whether pursuant to this Award Agreement or otherwise) to make any claim against the Company, any of its Subsidiaries or the third party Stock Plan Service Provider based on any allegations of, damages or harm suffered by the Participant as a result of the Company's failure to provide any such notices or the Participant's failure to receive any such notices. The Participant further agrees to notify the Company upon any change in the Participant's residence address.

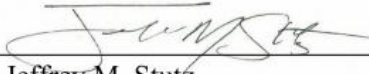
28. Limitations on Liability. Notwithstanding any other provisions of the Plan or this Award Agreement, no individual acting as a director, employee, or agent of the Company or any of its Subsidiaries will be liable to the Participant or the Participant's spouse, beneficiary, or any other person or entity for any claim, loss, liability, or expense incurred in connection with the Plan, nor will such individual be personally liable because of any contract or other instrument the Participant executes in such other capacity. No member of the Board or of the Committee will be liable for any action or determination (including, but limited to, any decision not to act) made in good faith with respect to the Plan or any Restricted Stock Units.

29. Consent and Agreement With Respect to Plan. The Participant (a) acknowledges that the Plan and the prospectus relating thereto are available to the Participant on the website maintained by the Company's third party Stock Plan Service Provider; (b) represents that the Participant has read and understands the terms and provisions thereof, has had an opportunity to obtain the advice of counsel of the Participant's choice prior to accepting this Award Agreement and fully understands all provisions of this Award Agreement and the Plan; (c) accepts the Restricted Stock Units subject to all of the terms and provisions thereof; and (d) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Award Agreement.

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, the parties have executed this Award Agreement effective as of the Award Date.

MillerKnoll, Inc.

By:   
Jeffrey M. Stutz  
Chief Financial Officer

**ELECTRONIC ACKNOWLEDGEMENT, ACCEPTANCE AND AGREEMENT**

**By electronically accepting this Award Agreement via the Stock Plan Service Provider's web portal, the Participant hereby acknowledges and accepts the grant of the Restricted Stock Units described in this Award Agreement, and expressly acknowledges and agrees to be bound by the terms and conditions of the Plan, the Award Notice, this Award Agreement and the following US State Addendum and Country Addendum. Further, the Participant hereby expressly acknowledges and agrees that all decisions and determinations of the Committee with respect to the Restricted Stock Units and the shares of Common Stock shall be final, conclusive and binding upon the Participant.**



**MILLERKNOLL, INC. 2020 LONG-TERM INCENTIVE PLAN  
GLOBAL STOCK OPTION AGREEMENT**

Participant: [INSERT NAME]

Award Date: [INSERT AWARD DATE]

Number of Stock Options: [INSERT TOTAL OPTIONS]

Option Price: [INSERT PURCHASE PRICE]

Expiration Date: [INSERT EXPIRATION DATE]

This certifies that MillerKnoll, Inc. (the “Company”) has on the date set forth above (the “Award Date”) granted to the individual named above (the “Participant”) a non-qualified stock option (the “Award”) under the MillerKnoll, Inc. 2020 Long-Term Incentive Plan (the “Plan”) as summarized above and as detailed in the Executive Compensation Equity Award Notice (the “Award Notice”) reflected in the web portal maintained by E\*TRADE Financial Corporate Services, Inc. (the “Stock Plan Service Provider”).

The Award is subject to the terms and conditions set forth in this Global Stock Option Agreement (the “Award Agreement”). A copy of the Plan and the U.S. prospectus for the Plan Prospectus has been delivered or otherwise made available to the Participant. The Plan is incorporated into this Award Agreement by reference, and in the event of any conflict between the terms of the Plan and this Award Agreement, the terms of the Plan will govern; provided, however, that definitions under this Award Agreement shall govern. Any capitalized terms not defined herein will have the meaning set forth in the Plan. For purposes of this Award Agreement, “Employer” shall mean the Subsidiary that employs the Participant (to the extent the Participant is not directly employed by the Company).

1. Option. Pursuant to the Plan and this Award Agreement, the Participant has the option to purchase the number of shares of Common Stock (the “Option Shares”) on the terms and conditions herein set forth (the “Option”). This Option shall not be designated as an incentive stock option for purposes of qualifying as such under the provisions of Section 422 of the Internal Revenue Code of 1986, as amended.

2. Option Price. The Option Price of the Option Shares covered by this Award Agreement shall be the per share price shown above (the “Option Price”).

3. Term of Option. This Option shall expire on the date set forth above subject to earlier termination as provided in subsequent sections of this Award Agreement (the “Expiration Date”).

4. Participant’s Employment. The Participant’s employment with the Employer, subject to the provisions of any written contract between the Employer and the Participant, and this Award Agreement shall not impose on the Company or the Employer any obligation to retain the Participant in its employ for any period. In the event of the termination of employment of the Participant for any reason prior to full vesting, this Award Agreement shall terminate,

except to the extent that this Option is exercisable as provided in Sections 8 or 9.

5. Exercise of Option.

(a) Except as provided in Section 8 and 9, this Option may be exercised and Option Shares may be purchased in accordance with the vesting schedule set forth in Section 5(b) below. Subject to that vesting schedule, this Option may be exercised at any time during the term of this Award Agreement, by written notice to the Company (or by following such other exercise procedures as may be established by the Company from time to time). The notice shall state the number of Option Shares with respect to which the Option is being exercised, shall be signed by the person exercising this Option, and shall be accompanied by payment of the full purchase price of the shares. This Award Agreement shall be submitted to the Company with the notice for purposes of recording the shares being purchased, if exercised in part, or for purposes of cancellation if all shares then subject to this Option are being purchased. In the event this Option shall be exercised pursuant to Section 8(e) hereof by any person other than the Participant, such notice shall be accompanied by appropriate proof of the right of such person to exercise the Option. Payment of the purchase price shall be made by: (a) cash, check, bank draft, or money order, payable to the order of the Company; (b) the delivery by the Participant of unencumbered shares of Common Stock already owned by the Participant for at least six (6) months, with a Fair Market Value on the date of exercise equal to the aggregate Option Price of the Option Shares to be purchased; or (c) reduction in the number of Option Shares issuable upon exercise (based on the Fair Market Value of the Option Shares on the last trading date preceding payment as determined by the Committee), (d) payment under a cashless exercise program approved by the Company or through a broker-dealer sale and remittance procedure acceptable to the Company; or (e) a combination of (a), (b), (c) and (d). Upon exercise of all or a portion of this Option, the Company shall deposit the applicable number of Option Shares into the Participant's brokerage account with the Stock Plan Service Provider.

(b) Vesting Schedule. Subject to the terms and conditions of this Option, the Option shall vest and become exercisable by the Participant as set forth in the Award Notice.

(c) Automatic Exercise Upon Expiration. Notwithstanding any other provision of this Award Agreement (other than this Section 5(c)), on the last trading day on which all or a portion of the outstanding Option may be exercised, if as of the close of trading on such day the then Fair Market Value of a share of Common Stock exceeds the per share Option Price of the Option by at least \$.01 (such expiring portion of the Option that is so in-the-money, an "Auto-Exercise Eligible Option"), the Participant will be deemed to have automatically exercised such Auto-Exercise Eligible Option (to the extent it is then vested and has not previously been exercised or forfeited) as of the close of trading in accordance with the provisions of this Section 5(c); provided that, if such automatic exercise would result in the issuance of less than one whole share of Common Stock to the Participant following the reduction for the Option Price and withholding described in the following sentence, then the Option shall not be automatically exercised pursuant to this Section 5(c). In the event of an automatic exercise pursuant to this Section

5(c), the Company will reduce the number of Option Shares issued to the Participant upon such automatic exercise of the Auto-Exercise Eligible Option in an amount necessary to satisfy (1) the Participant's Option Price obligation for the Auto-Exercise Eligible Option, and (2) the applicable federal, state, local and, if applicable, foreign income and employment tax and social insurance withholding requirements arising upon the automatic exercise in accordance with the procedures of Section 15.3 of the Plan (unless the Committee deems that a different method of satisfying the tax withholding obligations is practicable and advisable), in each case based on the Fair Market Value of the Common Stock as determined in accordance with the Plan. The Participant may notify the Plan record-keeper in writing in advance that the Participant does not wish for the Auto-Exercise Eligible Option to be exercised and, if such advance notification is provided, the automatic exercise shall not apply. This Section 5(c) shall not apply to the Option to the extent that this Section 5(c) causes the Option to fail to qualify for favorable tax or accounting treatment under applicable law or accounting standards. In its discretion, the Company may determine to cease automatically exercising some or all stock options, including the Option, at any time. The Participant understands, acknowledges, agrees and hereby stipulates that the automatic exercise procedure pursuant to this Section 5(c) is provided solely as a convenience to the Participant as protection against the Participant's inadvertent failure to exercise all or any portion of an in-the-money Option that is vested and exercisable before such Option expires under this Award Agreement. Because any exercise of all or any portion of the Option is solely the Participant's responsibility, the Participant hereby waives and releases and agrees to indemnify and hold the Company harmless from and against any and all claims of any kind whatsoever against the Company and/or any other party (including without limitation, the Committee and the Company's employees and agents) arising out of or relating to the automatic exercise procedure pursuant to this Section 5(c) (or any failure thereof), including without limitation any resulting individual income tax, penalty and/or interest liability and/or any other liability if the automatic exercise of the Option does occur, or does not occur for any reason or no reason whatsoever and/or the Option actually expires.

6. Tax Withholding.

(a) Regardless of any action the Company or the Employer takes with respect to any or all federal, state, local or foreign income tax, social insurance, payroll tax, payment on account or other tax related-items ("Tax Related-Items"), the Participant acknowledges that the ultimate liability for all Tax Related-Items associated with the Option is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax Related-Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of Option Shares acquired pursuant to such exercise and the receipt of any dividends; and (ii) do not commit to structure the terms of the grant or any aspect of the Option to reduce or eliminate the Participant's liability for Tax Related-Items. Further, if the Participant is subject to tax in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Related-

Items in more than one jurisdiction.

(b) Prior to the delivery of any Option Shares upon exercise of the Option, if the Participant's country of residence (and/or the Participant's country of employment, if different) requires withholding of Tax-Related Items, the Company shall withhold a sufficient number of shares of Common Stock otherwise issuable upon exercise of the Option that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld. In cases where the Fair Market Value of the number of shares of Common Stock withheld is greater than the Tax-Related Items required to be withheld, the Company shall make a cash payment to the Participant equal to the difference as soon as administratively practicable. The cash equivalent of the Option Shares withheld will be used to settle the obligation to withhold the Tax-Related Items. Alternatively, the Company may permit the Participant to tender payment of the Tax-Related Items to the Company (i) in the form of cash, check (bank check, certified check or personal check) or money order payable to the Company, (ii) in the form of unencumbered shares of Common Stock already owned by the Participant for at least six (6) months, (iii) causing the broker to sell from the number of Option Shares to be issued to the Participant having an aggregate Fair Market Value necessary to satisfy the amount of Tax-Related Items due, or (iv) by having the Company or the Employer withhold the Tax-Related Items required to be withheld with respect to the Option Shares in cash from the Participant's regular salary/wages, or from any other amounts payable to the Participant. In the event the withholding requirements for Tax-Related Items are not satisfied through any of the foregoing methods, no Option Shares will be issued to the Participant (or the Participant's estate) upon exercise of the Option unless and until satisfactory arrangements have been made by the Participant with respect to the payment of any Tax-Related Items which the Company and the Employer determine, in their sole discretion, must be withheld or collected with respect to such Option.

(c) Depending on the withholding method, the Company may withhold or account for Tax Related-Items by considering maximum applicable rates to the extent permitted by the Plan, in which case the Participant may receive a refund of any over-withheld amount in cash from the applicable taxing authority and will have no entitlement to the Share equivalent. If the obligation for Tax Related-Items is satisfied by withholding in Option Shares, for tax purposes, the Participant shall be deemed to have been issued the full member of Option Shares issued upon exercise of the Options notwithstanding that a member of the Option Shares are held back solely for the purpose of paying the Tax Related-Items.

(d) By accepting the Option, the Participant expressly consents to the foregoing methods of tax withholding for Tax-Related Items associated with the Option. All other Tax-Related Items related to the Option and any shares of Common Stock delivered in payment thereof are the Participant's sole responsibility.

7. Restriction on Transfer. This Option shall not be sold, assigned, transferred, pledged hypothecated or otherwise disposed of by the Participant otherwise than by will or the laws of descent and distribution, and any such purported sale, assignment, transfer, pledge, hypothecation or other disposition will be void and unenforceable against the Company.

8. Termination of Employment.

(a) Termination of Employment for Reasons Other Than Retirement, Disability or Death. In the event the Participant ceases to be employed by the Company or the Employer for any reason other than Retirement (as defined below) or on account of Disability or death, this Option shall, to the extent rights to purchase shares hereunder have vested at the date of such termination and shall not have been fully exercised, be exercisable, in whole or in part, at any time within a period of three (3) months following cessation of the Participant's employment, subject, however, to prior expiration of the term of this Option and any other limitations upon its exercise in effect at the date of exercise.

(b) Termination of Employment for Retirement Prior to Full Vesting. If the Participant ceases to be employed by the Company or the Employer by reason of Retirement prior to the full vesting of the Option Shares under Section 5(b) above and subject to the Participant's compliance with the covenants set forth in Section 12 below, if (1) the date of Retirement occurs on or after the first anniversary of the Award Date, this Option shall vest in accordance with the schedule set forth in Section 5(b) above, or (2) if the date of Retirement occurs before the first anniversary of the Award Date, the number of Option Shares subject to this Option shall be deemed vested by multiplying that number of Option Shares by a fraction, the numerator of which shall be the number of days that the Participant was employed by the Company or the Employer from the Award Date until the date of Participant's Retirement, and the denominator of which shall be the number of days in the first 12 months after the Award Date. "Retires" or "Retirement" means the Participant's resignation on or after attaining (A) age 55 and 5 or more years of service, or (B) 30 or more years of service. For clarity, a Company-initiated termination of the employment of the Participant shall not be considered a "Retirement". Subject to the Participant's compliance with the covenants set forth in Section 12 below, this Option shall, to the extent rights to purchase shares hereunder have vested, be exercisable, in whole or in part, at any time within the period of five (5) years following the date of Retirement subject, however, to prior expiration of the term of this Option and any other limitations upon its exercise in effect at the date of exercise. If the Participant dies after such Retirement, this Option shall be exercisable in accordance with Section 8(e) hereof.

(c) Termination of Employment for Retirement After Full Vesting. If the Participant ceases to be employed by the Company or the Employer by reason of Retirement after the full vesting of the Option Shares under Section 5(b) above, this Option shall be exercisable, in whole or in part, at any time within the period of five (5) years following the date of Retirement, subject, however, to prior expiration of the term of this Option and any of the limitations upon its exercise in effect at the date of exercise. If the Participant dies after such Retirement, this Option shall be exercisable in accordance with Section 8(e) hereof.

(d) Termination of Employment for Disability. If the Participant ceases to be employed by the Company or the Employer by reason of Disability, this Option shall, to the extent rights to purchase shares hereunder have vested as of the date of such

Disability and have not been fully exercised, be exercisable, in whole or in part, at any time within the period of five (5) years following such termination of employment, subject, however, to prior expiration of the term of this Option and any other limitations upon its exercise in effect at the date of exercise. If the Participant dies after such Disability, this Option shall be exercisable in accordance with Section 8(e) hereof.

(e) Termination of Employment Because of Death. In the event of the Participant's death, this Option shall, to the extent rights to purchase shares hereunder have vested at the date of death and shall not have been fully exercised, be exercisable, in whole or in part, by the personal representative of the Participant's estate, by any person or persons who shall have acquired this Option directly from the Participant by bequest or inheritance at any time during the following periods: (i) if the Participant dies while employed by the Company, at any time within five (5) years after the date of death, or (ii) if the Participant dies during the extended exercise period following termination of employment specified in Section 8(b), (c), or (d) above, at any time within the longer time of such extended period or one year after the date of death, subject, however, in each case, to the prior expiration of the term of this Option and any other limitations on the exercise of such Option in effect at the date of exercise.

(f) Termination of Option. If this Option is not exercised within whichever of the exercise periods specified in Sections 8(a), (b), (c), (d) or (e) is applicable, this Option shall terminate upon expiration of such exercise period.

(g) For purposes of this Award Agreement, the Committee shall have discretion to determine whether the Participant has ceased to be actively employed by (or, if the Participant is a consultant or director, has ceased actively providing services to) the Company or a Subsidiary, and the effective date on which such active employment (or active service-providing relationship) terminated. The Participant's active employer-employee or other active service-providing relationship will not be extended by any notice period mandated under applicable law (e.g., active employment shall not include a period of "garden leave", paid administrative leave or similar period pursuant to applicable law) and in the event of the Participant's termination of employment (whether or not in breach of applicable labor laws), the Participant's right to exercise any Option after termination of employment, if any, shall be measured by the date of termination of active employment or service and shall not be extended by any notice period mandated under applicable law. Unless the Committee provides otherwise (1) termination of the Participant's employment will include instances in which the Participant is terminated and immediately rehired as an independent contractor, and (2) the spin-off, sale, or disposition of the Employer from the Company or another Subsidiary (whether by transfer of shares, assets or otherwise) such that the Employer no longer constitutes a Subsidiary will constitute a termination of employment or service.

(h) If the Participant is a resident or employed in a country that is a member of the European Union, the grant of the Option and this Award Agreement is intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent

that a court or tribunal of competent jurisdiction determines that any provision of this Award Agreement is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

9. Change in Control. Notwithstanding any term to the contrary in this Award Agreement or the Plan, if, within two (2) years following a Change in Control, the Participant's employment (a) is terminated without Cause, (b) terminates with Good Reason, or (c) terminates under circumstances that entitle the Participant to accelerated vesting under any individual employment agreement between the Participant and the Company, a Subsidiary, or any successor thereof, then this Award (or its replacement) shall become fully vested and immediately exercisable and shall remain exercisable for the applicable period as described in Section 8. Notwithstanding the foregoing, if upon the occurrence of a Change in Control this Award is not assumed or continued, then this Award shall be treated in accordance with Section 14.3(a) of the Plan.

10. Rights as a Shareholder. The Participant shall not have any rights as a shareholder with respect to any shares covered hereby until the Participant shall have become the holder of record of such shares. No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date on which the Participant shall have become the holder of record thereof, except as provided in Section 11 hereof.

11. Adjustments to Option Shares for Certain Corporate Transactions.

(a) The Committee will make an appropriate and proportionate adjustment to the number of Option Shares granted under this Award Agreement if (i) the outstanding shares of Common Stock are increased or decreased, as a result of merger, consolidation, sale of all or substantially all of the assets of the Company, reclassification, stock dividend, stock split, reverse stock split with respect to such shares of Common Stock or other securities, or (ii) additional shares or new or different shares or other securities are distributed with respect to such shares of Common Stock or other securities or exchanged for a different number or kind of shares or other securities through merger, consolidation, sale of all or substantially all of the assets of the Company, reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other distribution with respect to such shares of Common Stock or other securities.

(b) The Committee may make an appropriate and proportionate adjustment in the number of Option Shares granted under this Award Agreement if the outstanding shares of Common Stock are increased or decreased as a result of a recapitalization or reorganization not included within Section 11(a) above.

12. Participant Covenants. In consideration of the grant of this Award by the Company, the Participant agrees to the following:

(a) Confidentiality. In the course of the Participant's employment with the

Company or the Employer, the Participant will be provided with or may have access to, and/or come into the possession of, Confidential Information; accordingly, the Participant agrees and promises:

(i) to protect and maintain the confidentiality of Confidential Information while employed by the Company or the Employer;

(ii) to return or provide to the Company (and not retain any copies, reproductions, or manifestations of any kind in any form) any and all materials reflecting Confidential Information and any other equipment, materials and writings received from, created for, belonging to the Company or the Employer or relating to the Company's or the Employer's business, then in the Participant's possession or under the Participant's control, (whether in "hard copy" or electronic form) including, but not limited to, those which relate to or contain Confidential Information (including all Company- or Employer-owned equipment) immediately upon end of employment or upon demand by the Company or the Employer;

(iii) not to (without the express prior written consent of the Company or the Employer) use, reproduce, create any derivative work improvement, modify, adapt, disclose, publish, communicate or make available any Confidential Information for any purpose other than as necessary and reasonable for performing the Participant's employment services or duties on behalf of the Company or the Employer or for the benefit of the Company or the Employer; and

(iv) Nothing in this Award Agreement shall prohibit or impede the Participant (or the Participant's attorney) from communicating or otherwise participating in or fully cooperating with any investigation or proceeding that may be conducted by a U.S. federal, state or local governmental, regulatory or law enforcement branch, agency or entity (collectively, a "Governmental Entity"), filing a charge or complaint with the Securities and Exchange Commission, or any other federal, state, or local governmental regulatory or law enforcement agency, or making other disclosures or reports that are protected under the whistleblower provisions of federal, state or local law or regulation, including about alleged unlawful employment practices or alleged criminal conduct. The Participant can provide confidential information to Government Entity without risk of being held liable by the Company or the Employer for liquidated damages or other financial penalties. This Award Agreement also does not limit the Participant's right to receive an award for information provided to any Government Entity. In addition, nothing in this Agreement is intended to interfere with any rights the Participant may have under Section 7 of the National Labor Relations Act.

(b) Restrictive Covenants. The Participant understands and agrees that the Company and the Employer have legitimate interests in protecting their goodwill, their relationships with customers and business partners, and in maintaining their confidential

information, trade secrets and Confidential Information, and that it would cause severe and irreparable harm to the Company or the Employer if the Participant were to improperly utilize or disclose any trade secrets, other Confidential Information or customer relationships, or if the Company or the Employer were to otherwise lose its customer relationships or goodwill. Therefore, the Participant hereby agrees that the following restrictions are appropriate and necessary to meet such goals and that such restrictions do not impose undue hardship or burdens on the Participant.

(i) Non-Solicitation of Company Customers or Employer Customers. The Participant acknowledges that the relationships and goodwill that the Participant develops with Company Customers or Employer Customers as a result of the Participant's employment belong to the Company. The Participant therefore agrees and covenants that during the Restricted Period, the Participant will not, and will not assist anyone else to, except in furtherance of the Participant's employment with the Company or the Employer (1) solicit, aid, induce or encourage any Company Customer or Employer Customer to cease purchasing goods or services from, or otherwise interfere with the relationship between the Company or the Employer and any Company Customer or Employer Customer, respectively.

(ii) Non-Service of Company Customers or Employer Customers. The Participant agrees and covenants, during the Restricted Period, except in the furtherance of the Participant's employment with the Company or the Employer, not to render any services to or sell any products to any Company Customer or Employer Customer, unless such services or products or similar services or products are not provided to any Company Customer or Employer Customer by the Company or the Employer, respectively, and are not planned to be offered by the Company or the Employer to any Company Customer or Employer Customer, respectively. For purposes of this Award Agreement, services, products or business shall be considered "planned to be offered by the Company or the Employer" if the following conditions are satisfied: (1) the Company or the Employer plans to offer or engage in such services, products or business within six (6) months after the termination of Participant's employment, and (2) the Participant participated in the Company's or the Employer's planning of such services, products or business. Except as otherwise provided in this Award Agreement, nothing in this Section shall prevent the Participant from performing or providing such services, products or business as an employee of a Company Customer or Employer Customer, unless: (i) such Company Customer's or Employer Customer's business is to perform or provide services, products or business similar to those performed or provided by the Company or the Employer; (ii) such services, products or business are being performed or provided by the Participant to multiple persons or entities; or (iii) such services, products or business would impair the Company's or the Employer's independence and the Participant has not obtained approval from the Company's Legal Department prior to performing or providing such services, products or business.

(iii) Non-Solicitation of Employees. The Participant agrees and covenants that during the Restricted Period, the Participant shall not, except in furtherance of the Participant's employment with the Company or the Employer, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, solicit, hire, recruit, or attempt to solicit, hire, or recruit, any Covered Employee, or induce the resignation of any Covered Employee from the Company or the Employer. This Section does not restrict or impede, in any way, and shall not be interpreted or understood as restricting or impeding, the Participant from exercising protected rights that cannot be waived by agreement.

(iv) Non-Competition. The Participant agrees that during the Restricted Period, the Participant will not, for the Participant, or on behalf of any other person or entity, directly or indirectly, engage in any Competitive Activity, unless approved by the Company or the Employer in advance in writing. Notwithstanding the foregoing, nothing herein shall prohibit the Participant from being a passive owner of not more than two percent (2%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company or the Employer, so long as the Participant has no active participation in the business of such corporation.

(c) Definitions. For purposes of this Section 12, the following terms shall be defined as follows:

(i) Company Customer or Employer Customer. "Company Customer" or "Employer Customer" is limited to those customers or partners who did business with the Company, or the Employer as applicable, and (A) with whom the Participant had substantive contact within the most recent 12 months of the Participant's employment with the Company or the Employer (or during the period of the Participant's employment, if the Participant was employed for less than 12 months) and (B) about whom the Participant has Customer Information or any other trade secret or confidential information that is not available publicly. "Company Customer" or "Employer Customer" shall not, however, include any individual who purchased a Competitive Product from the Company, or the Employer as applicable, by direct purchase from one of its retail establishments or via on-line over the Internet, unless such purchase was of such quantity that the purchase price exceeded \$15,000.

(ii) Competitive Activity. "Competitive Activity" means becoming an employee, advisor, officer, director, consultant, contractor, partner, principal, manager, or executive of a Direct Competitor, (including as an employee of, or consultant to, any vendor providing services or products to any Direct Competitor), whether or not for compensation, where there is a reasonable possibility that the Participant may, intentionally or inadvertently, directly or indirectly, use or rely upon Confidential Information; or (1) in a capacity that is similar to the capacity the Participant was in, (2) where the Participant provides services that are similar to the services the Participant provided, or (3) with

responsibilities that are similar to the responsibilities the Participant had, in each case, during the final 12 months the Participant was employed by the Company or the Employer (or during the period of the Participant's employment, if the Participant was employed for less than 12 months).

(iii) Competitive Services. "Competitive Services" means services of the type that the Company or the Employer provided or offered to its customers or partners at any time during the 12 months immediately preceding the last day of the Participant's employment with the Company or the Employer (or at any time during the Participant's employment if the Participant was employed for less than 12 months), and for which services the Participant was involved in providing or managing.

(iv) Competitive Products. "Competitive Products" means products that serve the same function as, or that could be used to replace, products the Company or the Employer provided to, offered to, or was in the process of developing for a present, former, or future possible customer/partner at any time during the twelve (12) months immediately preceding the last day of the Participant's employment with the Company or the Employer (or at any time during the Participant's employment if the Participant was employed for less than 12 months), with which the Participant had direct responsibility for the sale or development of such products or managing those persons responsible for the sale or development of such products.

(v) Confidential Information. "Confidential Information" means, individually and collectively, the Company's or the Employer's confidential, proprietary and/or trade secret information relating to the Company's actual or anticipated business and/or the Company's or the Employer's existing and prospective clients, products, services, and technology. Confidential Information includes, but is not limited to, existing and prospective client databases, lists, identities, characteristics, and contact information, information regarding decision-makers for the Company's or the Employer's existing and prospective clients, proposals, intellectual property, and other proprietary features of Company's or the Employer's current and anticipated computer programs, software, training materials and products, trade secrets or know-how, pricing schedules, financial information, processes, strategic plans and initiatives, investment strategies and plans, marketing and sales techniques and plans, budgets, projections, forecasts, employee personnel files and other non-public information about Company or Employer employees, compensation or other terms of employment, contracts, procedures, all non-public information that has or could have commercial value or other utility in the business in which the Company or the Employer is engaged or contemplates engaging, and all information the unauthorized use or disclosure of which could be detrimental to the interests of the Company or the Employer, whether or not such information is labeled, marked, or otherwise identified as Confidential Information by the Company or the Employer, and all compilations, reproductions, and derivations of any of the foregoing information. Confidential Information includes not only

information disclosed by the Company or the Employer to the Participant, but also information developed, obtained, or learned, and work product produced, and all by the Participant during the course of the Participant's employment with the Company or the Employer or derived from use of any Company or Employer equipment, systems or information. Confidential Information (i) includes the foregoing information even if disclosed to the Participant in connection with the contemplation of the Participant becoming an employee of the Company or the Employer, i.e., prior to the effective date of the Participant's employment, or prior to the Participant signing this Award Agreement, and (ii) does not include any information that is publicly known, or after it becomes publicly known through no wrongful act or omission of the Participant or of others who were under confidentiality or non-disclosure obligations at that time related to such information.

(vi) Covered Employee. "Covered Employee" means any then-current employee of the Company or the Employer or any employee who has been employed by the Company or the Employer in the twelve (12) months before the Participant's last day of employment (or at any time during the Participant's employment if the Participant was employed for less than 12 months) with whom the Participant had contact during the course of performing the Participant's duties.

(vii) Direct Competitor. "Direct Competitor" means any person, business, company or operation, irrespective of form (e.g., a sole proprietorship, partnership, limited liability company, corporation, joint venture or other type of entity) that (1) provides Competitive Products and/or Competitive Services, or (2) owns or controls a significant interest in any entity that provides, or proposes or plans to provide, any Competitive Product and/or Competitive Services.

(viii) Restricted Period. "Restricted Period" means the period during the Participant's employment with the Company or the Employer and for a period of twelve (12) months (or such longer period as set forth in another agreement between the Participant and the Company or the Employer) immediately following the termination of the Participant's employment with the Company or the Employer, regardless of the reason for the termination, whether voluntary or involuntary.

(d) Non-disparagement. The Participant agrees that, while employed with the Company or the Employer and thereafter, the Participant will not, directly or indirectly, individually or in concert with others, engage in any conduct or make any statement calculated or likely to have the effect of undermining, disparaging or otherwise reflecting poorly upon the Company or the Employer, any member of its Board of Directors or any executive officer of the Company or the Employer (the "Protected Persons") or the Company's or the Employer's business. This Section does not, in any way, restrict or impede the Participant from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized

Governmental Entity, provided that such compliance does not exceed that required by the law, regulation, or order.

(e) Exception. Nothing in this Award Agreement is intended to prevent the Participant from making disclosures of Confidential Information if required by applicable law, regulation, or legal process, provided that the Participant provide the Company or the Employer with prior notice of the contemplated disclosure and reasonably cooperate with the Company or the Employer, at its expense, in seeking a protective order or other appropriate protection of such information. In addition, nothing in this Award Agreement is intended interfere with the whistleblower provisions of any United States federal, state or local law or regulation, including but not limited to Rule 21F-17 of the Securities Exchange Act of 1934 or § 1833(b) of the U.S. Defend Trade Secrets Act of 2016 (the “DTSA”). Accordingly, notwithstanding anything to the contrary therein, nothing in this Award Agreement prohibits, restricts or prevents the Participant from reporting possible violations of United States federal, state or local law or regulation to any United States federal, state or local governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or to an attorney, or from making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or from disclosing trade secrets and other Confidential Information in the course of such reporting; provided, however, that the Participant use the Participant’s reasonable best efforts to (i) disclose only information that is reasonably related to such possible violations or that is requested by such agency or entity, and (ii) request that such agency or entity treat such information as confidential. The Participant does not need the prior authorization from the Company or the Employer to make any such whistleblower reports or disclosures and is not required to notify the Company or the Employer that the Participant has made such reports or disclosures. The Participant understands and acknowledges that the DTSA provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, the DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (X) files any document containing the trade secret under seal; and (Y) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement or any other agreement by and between the Participant and the Company is intended to conflict with the DTSA or create liability for disclosures of trade secrets expressly allowed by such section.

(f) Severability and Enforcement. The covenants set forth in Section 12 of the Award Agreement are independent and severable from every other provision of this Award Agreement, and the breach of any other provision of this Award Agreement by the Company or the Employer or any other agreement between the Participant and the Company or the Employer shall not affect the validity of the provisions of Section 12 or

constitute a defense in any action brought by the Company or the Employer to enforce the provisions of Section 12 or to seek any relief for the Participant's breach thereof. The parties agree that if a competent authority declines to enforce any of the provisions of Section 12, that the authority responsible for such determination shall have the power to reduce, modify or limit the restrictions to restrict competition with or solicitation from the Company or the Employer to the maximum extent permitted by law. To the extent that any invalid or unenforceable provision cannot be cured by modification or reformation, such offending provision shall be limited or eliminated to the minimum extent necessary so that this Section 12 shall otherwise remain in full force and effect and be enforceable. The modification, reformation, limitation or elimination of any provision of this Section 12 shall not affect the validity or enforceability of the remaining provisions of this Agreement in that jurisdiction, or the validity or enforceability of this Agreement in any other jurisdiction. The provisions of this Section 12 will not apply to the Participant to the extent any such provision is prohibited or otherwise restricted by applicable law.

(g) State-Specific Modifications. The **US State Addendum**, attached hereto and hereby incorporated herein, contains certain important modifications that may apply to the Participant based on the laws of the state of the Participant's Primary Place of Employment if the Participant primarily performs services in the United States. The Participant acknowledges that the Participant reviewed the **US State Addendum** before electronically accepting this Award Agreement and understand the impact of state law modifications, if any, that may apply to the Participant. The term "Primary Place of Employment" means the location where the Participant primarily performs services for the Company as designated by the Company or the Employer in accordance with the Company's or the Employer's applicable policies and procedures.

13. Miscellaneous.

(a) Neither this Award Agreement nor the Plan confers on the Participant any right with respect to the continuance of employment by the Company or the Employer, nor will there be a limitation in any way on the right of the Company or the Employer to terminate the Participant's employment at any time.

(b) An original record of this Award Agreement and of the Participant's acceptance and acknowledgement will be held on file by the Company. This Award Agreement and the Participant's acknowledgement may be made in either paper or electronic format as specified by the Company. To the extent there is any conflict between the terms contained in this Award Agreement and the terms contained in the original held by the Company, the terms of the original held by the Company will control.

14. Section 409A Compliance. To the extent applicable, it is intended that this Award Agreement be exempt from or comply with the provisions of Section 409A of the Internal Revenue Code, as amended ("Section 409A"). This Award Agreement will be administered and interpreted in a manner consistent with this intent, and any provision that would cause the Award Agreement to fail to satisfy Section 409A will have no force and effect until amended to comply

therewith (which amendment may be retroactive to the extent permitted by Section 409A). If any payments under this Award Agreement constitute nonqualified deferred compensation subject to the requirements of Section 409A and are payable upon a termination of the Participant's employment, then (a) all such payments shall be made only upon a "separation from service" within the meaning of Section 409A, (b) for purposes of determining the timing of such payments, the Participant's termination shall not be considered to occur until the Participant has incurred such a separation from service and (c) to the extent required for compliance with Section 409A if the Participant is a "specified employee" within the meaning of Section 409A, payments will be delayed by six months.

15. Section 280G. Notwithstanding anything contained in this Award Agreement to the contrary, to the extent that any of the payments and benefits provided for under this Award Agreement, together with any payments or benefits under any other agreement or arrangement between the Company or any of its affiliates and the Participant (collectively, the "Payments") would constitute a "parachute payment" within the meaning of Section 280G of the Code, the amount of such Payments shall be reduced (to the extent any reduction is necessary) to the amount that would result in no portion of the Payments being subject to the excise tax imposed pursuant to Section 4999 of the Code if and only if such reduction would provide the Participant with an after-tax amount greater than if there was no reduction. Any reduction shall be done in a manner that maximizes the amount to be retained by the Participant, provided that to the extent any order is required to be set forth herein, then such reduction shall be applied in the following order: (a) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (b) payments due in respect of any equity valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced next (if necessary, to zero), with amounts that are payable or deliverable last reduced first; (c) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24 will be reduced next (if necessary, to zero), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24); (d) payments due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24 will be reduced next (if necessary, to zero), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24); and (e) all other non-cash benefits will be next reduced pro-rata.

16. Electronic Delivery. The Company, in its sole discretion, may decide to deliver any documents related to this Option to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. Data Privacy. *The Company is located at 855 East Main Avenue, Zeeland, MI 49464, United States of America and grants Options under the Plan to employees of the Company and its Subsidiaries in its sole discretion. In conjunction with the Company's grant of Options under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting the grant of the Option, the Participant expressly and explicitly consents to the Personal Data Activities as described herein. The Participant*

should consult the Company's Global Associate Privacy Notice for additional information on its current privacy practices concerning the collection of employee information, a copy of which can be provided by contacting the Participant's local human resources department or the Company's privacy team at [privacy@millerknoll.com](mailto:privacy@millerknoll.com).

(a) Data Collection, Processing and Usage. The Company collects, processes and uses the Participant's personal data, including the Participant's name, home address, e-mail address, and telephone number, date of birth, social insurance / passport number or other identification number (e.g. resident registration number), salary, citizenship, job title, any Option Shares or directorships held in the Company, and details of all Options or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Employer ("Personal Information"). In granting the Option under the Plan, the Company will collect the Participant's Personal Information for purposes of allocating Option Shares and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of the Participant's Personal Information is the Participant's consent.

(b) Stock Plan Service Provider. The Company transfers the Participant's Personal Information to the Stock Plan Service Provider, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Stock Plan Service Provider and share the Participant's Personal Information with another company that serves in a similar manner. The Stock Plan Service Provider will open an account for the Participant to receive and trade Option Shares acquired under the Plan. The Participant will be asked to agree on separate terms and data processing practices with the Stock Plan Service Provider, which is a condition to the Participant's ability to participate in the Plan.

(c) International Data Transfers. The Company and the Stock Plan Service Provider are based in the United States. The Participant should note that the Participant's country of residence may have enacted data privacy laws that are different from the United States. The Company's legal basis for the transfer of the Participant's Personal Information to the United States is the Participant's consent.

(d) Voluntariness and Consequences of Consent Denial or Withdrawal. The Participant's participation in the Plan and the Participant's grant of consent is purely voluntary. The Participant may deny or withdraw the Participant's consent at any time. If the Participant does not consent, or if the Participant later withdraws the Participant's consent, the Participant may be unable to participate in the Plan. This would not affect the Participant's existing employment or salary; instead, the Participant merely may forfeit the opportunities associated with the Plan.

(e) Data Subject Rights. The Participant may have a number of rights under the data privacy laws in the Participant's country of residence. For example, the Participant's rights may include the right to (i) request access or copies of Personal Information the Company processes, (ii) request rectification of incorrect data, (iii)

*request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in the Participant's country of residence, and/or (vi) request a list with the names and addresses of any potential recipients of the Participant's personal data. To receive clarification regarding the Participant's rights, the Participant should contact the Participant's local human resources department or the Company's privacy team at [privacy@millerknoll.com](mailto:privacy@millerknoll.com). Further, the Participant may exercise the Participant's rights via the Company's Privacy Rights Portal (<https://www.millerknoll.com/legal/privacy/privacy-rights>).*

18. Severability. In the event that any provision of this Award Agreement shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Award Agreement.

19. Governing Law and Venue. Except for Section 12 of this Award Agreement, which, shall be governed by, and construed in accordance with, the laws of the State of the Participant's Primary Place of Employment if the Participant primarily works in the United States, the laws of the State of Michigan (other than its choice of law provisions) shall govern this Award Agreement and its interpretation. For purposes of litigating any dispute that arises with respect to this Option, this Award Agreement or the Plan, the parties hereby submit to and consent to the jurisdiction of the State of Michigan, and agree that such litigation shall be conducted in the courts of Kent County, or the United States Federal court for the Western District of Michigan, and no other courts; and waive, to the fullest extent permitted by law, any objection that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in any such court is improper or that such proceedings have been brought in an inconvenient forum. Any claim under the Plan, this Award Agreement or any Option must be commenced by the Participant within twelve (12) months of the earliest date on which the Participant's claim first arises, or the Participant's cause of action accrues, or such claim will be deemed waived by the Participant.

20. Nature of Option. In accepting the Option, the Participant expressly acknowledges and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of options, benefits in lieu of options or other equity awards, even if options have been granted repeatedly in the past;

(c) all decisions with respect to future equity awards, if any, shall be at the sole discretion of the Company;

(d) the Participant's participation in the Plan is voluntary;

(e) the Option, and the income and value of same, is an extraordinary item that

(i) does not constitute compensation of any kind for services of any kind rendered to the Company or any Subsidiary, and (ii) is outside the scope of the Participant's employment or service contract, if any with the Employer;

(f) the Option, and the income and value of same, is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or any Subsidiary;

(g) the Option and any Option Shares acquired under the Plan, and the income from and value of same, are not intended to replace or supplement any pension rights or compensation;

(h) unless otherwise agreed with the Company, the Option, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Subsidiary;

(i) the future value of the underlying Option Shares is unknown and cannot be predicted with certainty;

(j) if the Option Shares do not increase in value, the Option will have no value;

(k) if the Participant exercises the Option and obtains Option Shares, the value of the Option Shares obtained upon exercise may increase or decrease in value, even below the Option Price;

(l) in consideration of the award of the Option, no claim or entitlement to compensation or damages shall arise from termination of the Option or diminution in value of the Option, or Option Shares purchased through the exercise of the Option, resulting from termination of the Participant's employment or continuous service with the Company or any Subsidiary (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable labor laws of the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and in consideration of the grant of the Options, the Participant agrees not to institute any claim against the Company or any Subsidiary; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing/electronically accepting this Award Agreement, the Participant shall be deemed to have irrevocably waived the Participant's entitlement to pursue or seek remedy for any such claim; and

(m) neither the Company, the Employer nor any other Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the U.S. Dollar that may affect the value of the Option or of any amounts due to the Participant pursuant to the exercise of the Option or the subsequent sale of any Option Shares acquired upon exercise.

21. Language. The Participant acknowledges that the Participant is proficient in the English language and understands the terms of this Award Agreement. If the Participant has received the Plan, this Award Agreement, the Plan or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise prescribed by applicable law.

22. Waiver. The Participant acknowledges that a waiver by the Company of breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by the Participant or any other participant.

23. Insider Trading/Market Abuse Laws. By accepting the Options, the Participant acknowledges that the Participant is bound by all the terms and conditions of any Company insider trading policy as may be in effect from time to time. The Participant further acknowledges that, depending on the Participant's country, the Participant may be or may become subject to insider trading restrictions and/or market abuse laws, which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Option Shares, rights to Option Shares (e.g., Options) or rights linked to the value of Option Shares under the Plan during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party, which may include fellow employees and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any Company insider trading policy as may be in effect from time to time. The Participant acknowledges that it is the Participant's personal responsibility to comply with any applicable restrictions, and the Participant should speak to the Participant's personal advisor on this matter.

24. Legal and Tax Compliance; Cooperation. If the Participant resides or is employed outside of the United States, the Participant agrees, as a condition of the grant of the Options, to repatriate all payments attributable to the Option Shares and/or cash acquired under the Plan (including, but not limited to, dividends and any proceeds derived from the sale of Option Shares acquired pursuant to the Options) if required by and in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of employment, if different). In addition, the Participant also agrees to take any and all actions, and consent to any and all actions taken by the Company and its Subsidiaries, as may be required to allow the Company and its Subsidiaries to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).

25. Private Offering. The grant of the Options is not intended to be a public offering of securities in the Participant's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filing with the

local securities authorities with respect to the grant of the Options (unless otherwise required under local law). No employee of the Company is permitted to advise the Participant on whether the Participant should purchase Option Shares under the Plan or provide the Participant with any legal, tax or financial advice with respect to the grant of the Options. Investment in Option Shares involves a degree of risk. Before deciding to purchase Option Shares pursuant to the Options, the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition of Option Shares under the Plan or the disposition of them. Further, the Participant should carefully review all of the materials related to the Options and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.

26. Foreign Asset/Account Reporting and Exchange Controls. The Participant's country of residence (and country of employment, if different) may have certain exchange control and/or foreign asset/account reporting requirements which may affect the Participant's ability to acquire or hold Option Shares under the Plan or cash received from participating in the Plan (including from any dividends paid on Option Shares or sale proceeds resulting from the sale of Option Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in the Participant's country. The Participant may be required to repatriate sale proceeds or other funds received as a result of the Participant's participation in the Plan to the Participant's country through a designated bank or broker within a certain time after receipt. The Participant acknowledges that it is the Participant's responsibility to comply with any applicable regulations, and that the Participant should speak to the Participant's personal advisor on this matter.

27. Country Addendum. Notwithstanding any provisions of this Award Agreement, the Option and any Option Shares acquired under the Plan shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different), as set forth in the addendum to this Award Agreement (the "Country Addendum"). Moreover, if the Participant relocates to one of the countries included in the Country Addendum, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines, in its discretion, that the application of such terms and conditions is necessary or advisable for legal or administrative reasons and provided the imposition of the term or condition will not result in any adverse accounting expense with respect to the Option (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). The Country Addendum shall form part of this Award Agreement.

28. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Option and on any Option Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and provided the imposition of the term or condition will not result in adverse accounting expense to the Company, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

29. Recoupment. The Options granted pursuant to this Award Agreement are subject to the terms of the Company's recoupment policy(ies) in the form approved by the Committee from time to time (including any successor(s) thereto, the "Policy") and to the terms required by

applicable law; and the terms of the Policy and such applicable law are incorporated by reference herein and made a part hereof. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold the Option Shares and other amounts acquired pursuant to the Participant's Option, to re-convey, transfer or otherwise return such Option Shares and/or other amounts to the Company upon the Company's enforcement of the Policy. To the extent that this Award Agreement and the Policy conflict, the terms of the Policy shall prevail.

30. Notices. The Company may, directly or through its third party Stock Plan Service Provider, endeavor to provide certain notices to the Participant regarding certain events relating to awards that the Participant may have received or may in the future receive under the Plan, such as notices reminding the Participant of the vesting or expiration date of certain awards. The Participant acknowledges and agrees that (a) the Company has no obligation (whether pursuant to this Award Agreement or otherwise) to provide any such notices; (b) to the extent the Company does provide any such notices to the Participant the Company does not thereby assume any obligation to provide any such notices or other notices; and (c) the Company, its Subsidiaries and the third party Stock Plan Service Provider have no liability for, and the Participant has no right whatsoever (whether pursuant to this Award Agreement or otherwise) to make any claim against the Company, any of its Subsidiaries or the third party Stock Plan Service Provider based on any allegations of, damages or harm suffered by the Participant as a result of the Company's failure to provide any such notices or the Participant's failure to receive any such notices. The Participant further agrees to notify the Company upon any change in the Participant's residence address.

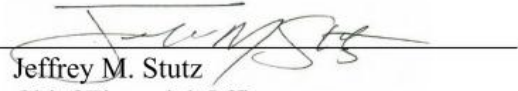
31. Limitations on Liability. Notwithstanding any other provisions of the Plan or this Award Agreement, no individual acting as a director, employee, or agent of the Company or any of its Subsidiaries will be liable to the Participant or the Participant's spouse, beneficiary, or any other person or entity for any claim, loss, liability, or expense incurred in connection with the Plan, nor will such individual be personally liable because of any contract or other instrument the Participant executes in such other capacity. No member of the Board or of the Committee will be liable for any action or determination (including, but limited to, any decision not to act) made in good faith with respect to the Plan or any Option.

32. Consent and Agreement With Respect to Plan. The Participant (a) acknowledges that the Plan and the prospectus relating thereto are available to the Participant on the website maintained by the Company's third party Stock Plan Service Provider; (b) represents that the Participant has read and understands the terms and provisions thereof, has had an opportunity to obtain the advice of counsel of the Participant's choice prior to accepting this Award Agreement and fully understands all provisions of this Award Agreement and the Plan; (c) accepts the Option subject to all of the terms and provisions thereof; and (d) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Award Agreement.

IN WITNESS WHEREOF, the parties have executed this Award Agreement effective as of the Award Date.

MillerKnoll, Inc.

By: \_\_\_\_\_

  
Jeffrey M. Stutz  
Chief Financial Officer

**ELECTRONIC ACKNOWLEDGEMENT, ACCEPTANCE AND AGREEMENT**

**By electronically accepting this Award Agreement via the Stock Plan Service Provider's web portal, the Participant hereby acknowledges and accepts the grant of the Option described in this Award Agreement, and expressly acknowledges and agrees to be bound by the terms and conditions of the Plan, the Award Notice, this Award Agreement and the following US State Addendum and Country Addendum. Further, the Participant hereby expressly acknowledges and agrees that all decisions and determinations of the Committee with respect to the Option and the Option Shares shall be final, conclusive and binding upon the Participant.**



**Exhibit 31.1**

**CERTIFICATE OF THE CHIEF EXECUTIVE OFFICER  
OF MILLERKNOLL, INC. (THE "REGISTRANT")**

I, Andrea R. Owen, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the period ended September 2, 2023, of MillerKnoll, Inc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 11, 2023

/s/ Andrea R. Owen

Andrea R. Owen  
President and Chief Executive Officer

**Exhibit 31.2**

**CERTIFICATE OF THE CHIEF FINANCIAL OFFICER  
OF MILLERKNOLL, INC. (THE "REGISTRANT")**

I, Jeffrey M. Stutz, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the period ended September 2, 2023, of MillerKnoll, Inc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 11, 2023

/s/ Jeffrey M. Stutz  
Jeffrey M. Stutz  
Chief Financial Officer

**Exhibit 32.1**

**CERTIFICATE OF THE CHIEF EXECUTIVE OFFICER  
OF MILLERKNOLL, INC. (THE "COMPANY")**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002:

I, Andrea R. Owen, President and Chief Executive Officer of the company, certify to the best of my knowledge and belief pursuant to Section 906 of Sarbanes-Oxley Act of 2002 that:

- (1) The quarterly report on Form 10-Q for the period ended September 2, 2023, which this statement accompanies, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in this quarterly report on Form 10-Q for the quarterly period ended September 2, 2023, fairly presents, in all material respects, the financial condition and results of operations of the company

Dated: October 11, 2023

/s/ Andrea R. Owen

Andrea R. Owen  
President and Chief Executive Officer

The signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to MillerKnoll, Inc. and will be retained by MillerKnoll, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**Exhibit 32.2**

**CERTIFICATE OF THE CHIEF FINANCIAL OFFICER  
OF MILLERKNOLL, INC. (THE "COMPANY")**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002:

I, Jeffrey M. Stutz, Chief Financial Officer of the company, certify to the best of my knowledge and belief pursuant to Section 906 of Sarbanes-Oxley Act of 2002 that:

- (1) The quarterly report on Form 10-Q for the period ended September 2, 2023, which this statement accompanies, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in this quarterly report on Form 10-Q for the quarterly period ended September 2, 2023, fairly presents, in all material respects, the financial condition and results of operations of the company.

Dated: October 11, 2023

/s/ Jeffrey M. Stutz  
Jeffrey M. Stutz  
Chief Financial Officer

The signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to MillerKnoll, Inc. and will be retained by MillerKnoll, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.