

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

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

THE SCOTTS MIRACLE-GRO COMPANY
(Exact name of registrant as specified in its charter)

Ohio
(State or other jurisdiction of
incorporation or organization)

31-1414921
(I.R.S. Employer Identification No.)

14111 Scottslawn Road
Marysville, Ohio 43041
(Address of Principal Executive Offices)

THE SCOTTS MIRACLE-GRO COMPANY DISCOUNTED STOCK PURCHASE PLAN
(Full title of the plan)

Dimiter Todorov, Esq.
Executive Vice President, Chief Legal Officer & Corporate
Secretary
The Scotts Miracle-Gro Company
14111 Scottslawn Road
Marysville, Ohio 43041
(937) 644-0011

Copy to:
Adam L. Miller, Esq.
Vorys, Sater, Seymour and Pease LLP
52 E Gay St.
Columbus, Ohio 43215
(614) 464-6400

(Name, address, including zip code, and telephone number,
including area code, of agent for service)

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 7(a)(2)(B) of the Securities Act. ☐

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EXPLANATORY NOTE

On January 27, 2025, at the 2025 Annual Meeting of Shareholders of The Scotts Miracle-Gro Company (the “Registrant” or “Scotts Miracle-Gro”), the shareholders of the Registrant approved the amendment and restatement of The Scotts Miracle-Gro Company Discounted Stock Purchase Plan (as amended and restated, the “Plan”) which, among other things, increases the number of common shares, without par value, of the Registrant (the “Common Shares”) authorized for purchase under the Plan by 300,000 Common Shares (in addition to the Common Shares that were previously authorized for issuance under the Plan and remained unissued as of January 27, 2025 (the “Carryover Shares”)).

The Registrant is filing this Registration Statement on Form S-8 (this “Registration Statement”) in order to register under the Securities Act of 1933, as amended (the “Securities Act”), the additional 300,000 Common Shares authorized for issuance under the Plan. The Carryover Shares were previously registered under the Registrant’s Registration Statement on Form S-8 (Registration No. 333-222840) filed on February 2, 2018.

Pursuant to General Instruction E to Form S-8, the contents of the earlier registration statements on Form S-8 (Registration Nos. 333-222840 and 333-124503) relating to the Plan are, as modified hereby, incorporated by reference into this Registration Statement.

Part I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants in The Scotts Miracle-Gro Company Discounted Stock Purchase Plan as specified by Rule 428(b)(1) under the Securities Act. In accordance with the instructions to Part I of Form S-8, such documents are not being and will not be filed with the Securities and Exchange Commission (the “Commission”) either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

Part II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Commission allows the Registrant to incorporate by reference into this Registration Statement information that the Registrant files with the Commission. This means that the Registrant may disclose important information to you by referring you to those documents. The information incorporated by reference is considered part of this Registration Statement. The following documents, filed by the Registrant with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), shall be deemed to be incorporated by reference into this Registration Statement and made a part hereof:

- the Annual Report on Form 10-K of the Registrant for the fiscal year ended September 30, 2024, filed with the Commission on November 26, 2024;
- the Quarterly Report on Form 10-Q of the Registrant for the quarterly period ended December 28, 2024 filed with the Commission on February 5, 2025;
- the Current Reports on Form 8-K filed by the Registrant with the Commission on November 5, 2024, November 6, 2024 and January 31, 2025; and

- the description of the Common Shares contained in Exhibit 4.6 to the Annual Report on Form 10-K of the Registrant for the fiscal year ended September 30, 2024, filed with the Commission on November 26, 2024, together with any subsequent amendments or reports filed with the Commission for the purpose of updating such description; and
- the definitive proxy statement on Schedule 14A filed by the Registrant with respect to its 2025 annual meeting of shareholders filed on December 18, 2024 (but only to the extent that any sections of the proxy statement are incorporated into our Annual Report on Form 10-K for the year ended September 30, 2024) .

All documents which may be filed by the Registrant with the Commission pursuant to Section 13(a), Section 13(c), Section 14 or Section 15(d) of the Exchange Act subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered under The Scotts Miracle-Gro Company Discounted Stock Purchase Plan pursuant to this Registration Statement have been sold or which deregisters all securities then remaining unsold, shall also be deemed to be incorporated by reference in this Registration Statement and made a part hereof from the date of filing of such documents. To the extent that any information contained in any Current Report on Form 8-K, or any exhibit thereto, was or is furnished to, rather than filed with, the Commission in accordance with the Commission's rules, such information or exhibit is specifically not incorporated by reference into this Registration Statement.

Any statement contained in a document incorporated or deemed to be incorporated in this Registration Statement by reference, or contained in this Registration Statement, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any subsequently filed document which also is or is deemed to be incorporated by reference in this Registration Statement modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not Applicable.

Item 5. Interests of Named Experts and Counsel.

Certain legal matters with respect to the validity of the Common Shares registered hereby have been passed upon for the Registrant by Dimitar Todorov, Executive Vice President, Chief Legal Officer & Corporate Secretary of the Registrant. Mr. Todorov owns, and/or has options to acquire pursuant to the Registrant's employee benefit plans, an aggregate of less than 1% of the outstanding Common Shares of the Registrant.

Item 6. Indemnification of Directors and Officers.

The Articles of Incorporation of the Registrant do not address indemnification.

Article Five of the Code of Regulations of the Registrant require the corporation to indemnify its directors and officers, or any person serving at the request of the corporation as a director, officer or manager of another entity, to the fullest extent permitted under the Ohio General Corporation Law ("OGCL"), provided that the corporation shall not make such indemnification if a determination is made that the director or officer did not meet the applicable standard of conduct.

Article Five of the Code of Regulations of the Registrant also permit the corporation to purchase and maintain insurance or furnish similar protection, including trust funds, letters of credit or self-insurance, for or on behalf of any person who is or was a director or officer of the corporation, or is serving at the request of the corporation as a director or officer of another entity, whether or not the corporation would have the obligation or power to indemnify such person against such liability under Article Five of the Code of Regulations.

Section 1701.13(E) of the OGCL permits a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation), by reason of the fact that the person is or was a director or officer or serving at the request of the corporation as a director or officer of another entity against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by the director or officer in connection with the suit, action or proceeding if (i) the director or officer acted in good faith and in a manner the director or officer reasonably believed to be in or not opposed to the best interests of the corporation, and (ii) with respect to any criminal action or proceeding, the director or officer had no reasonable cause to believe the director's or officer's conduct was unlawful. In the case of an action by or in the right of the corporation, however, such indemnification may only apply to expenses actually and reasonably incurred by the person in connection with the defense or settlement of such action and no such indemnification may be made if either (a) the director or officer has been adjudged to be liable for negligence or misconduct in the performance of the director's or officer's duty to the corporation, unless and only to the extent that the court in which the proceeding was brought determines that the director or officer is fairly and reasonably entitled to indemnification for such expenses as the court deems proper, or (b) the only liability asserted against a director in a proceeding relates to the director's approval of an impermissible dividend, distribution, redemption or loan. The OGCL further provides that to the extent a director or officer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, the corporation must indemnify the director or officer against expenses actually and reasonably incurred by the director or officer in connection with the action, suit or proceeding.

Section 1701.13(E) of the OGCL permits a corporation to pay expenses (including attorneys' fees) incurred by a director, officer, employee or agent as they are incurred, in advance of the final disposition of the action, suit or proceeding, as authorized by the corporation's directors and upon receipt of an undertaking by such person to repay such amount if it is ultimately determined that such person is not entitled to indemnification.

Section 1701.13(E) of the OGCL states that the indemnification provided thereby is not exclusive of, and is in addition to, any other rights granted to persons seeking indemnification under a corporation's articles or regulations, any agreement, a vote of the corporation's shareholders or disinterested directors, or otherwise. In addition, Section 1701.13(E) of the OGCL grants express power to a corporation to purchase and maintain insurance or furnish similar protection, including trust funds, letters of credit and self-insurance, for director, officer, employee or agent liability, regardless of whether that individual is otherwise eligible for indemnification by the corporation.

The OGCL also permits corporations to purchase and maintain insurance on behalf of any director or officer against any liability asserted against such director or officer and incurred by such director or officer in his capacity as a director or officer, whether or not the corporation would have the power to indemnify the director or officer against such liability under the OGCL.

Section 10.06 of the Plan provides for indemnification of individuals who are or who have been members of the Registrant's Board of Directors (the "Board"), or a committee appointed or designated by the Board to administer the Plan (the "Committee"). Section 10.06 provides as follows:

Each individual who is or was a member of the Committee or of the Board will be indemnified and held harmless by the Company against and from any loss, cost, liability or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit or proceeding to which he or she may be made a party or in which he or she may be involved by reason of any action taken or failure to take action under the Plan as a Committee member and against and from any and all amounts paid, with the Company's approval, by him or her in settlement of any matter related to or arising from the Plan as a Committee member or paid by him or her in satisfaction of any judgment in any action, suit or proceeding relating to or arising from the Plan against him or her as a Committee member, but only if he or she gives the Company an opportunity, at its own expense, to handle and defend the matter before he or she undertakes to handle and defend it in his or her own behalf. The right of indemnification described in this section is not exclusive and is independent of any other rights of indemnification to which the individual may be entitled under the Company's organizational documents, by contract, as a matter of law or otherwise. The foregoing right of indemnification is not exclusive and is

independent of any other rights of indemnification to which the person may be entitled under the Company's organizational documents, by contract, as a matter of law or otherwise.

The Registrant maintains insurance policies under which its directors and officers are insured, within the limits and subject to the limitations of the policies, against expenses in connection with the defense of actions, suits or proceedings, and certain liabilities that might be imposed as a result of such actions, suits or proceedings, to which they are parties by reason of being or having been directors or officers of the Registrant.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

A list of exhibits included as part of this Registration Statement is set forth on the Exhibit Index, which immediately precedes the exhibits and is incorporated by reference herein.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(l) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

[Remainder of page intentionally left blank; signatures on following page.]

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Marysville, State of Ohio, on the 13th day of February, 2025.

THE SCOTTS MIRACLE-GRO COMPANY

By: /s/ JAMES HAGEDORN

James Hagedorn

Chairman of the Board & Chief Executive Officer

POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints James Hagedorn, Mark J. Scheiwer and Dimiter Todorov and each of them, as his or her true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, to do any and all acts and things in his or her name and on his or her behalf in the capacities indicated below, and to execute any and all instruments for him or her and in his or her name in the capacities indicated below, which said attorneys or agents, or any of them, may deem necessary or advisable to enable the registrant to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with the filing of this Registration Statement on Form S-8, including specifically but without limitation, power and authority to sign for him or her in his or her name in the capacities indicated below, any and all amendments (including post-effective amendments) to such Registration Statement, and to file the same, with all exhibits thereto and all documents in connection therewith with the Securities and Exchange Commission; and he or she does hereby ratify and confirm all that the said attorneys and agents, or their substitute or substitutes, or any of them, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ JAMES HAGEDORN</u> James Hagedorn	Chairman of the Board & Chief Executive Officer (Principal Executive Officer)	February 13, 2025
<u>/s/ MARK J. SCHEIWER</u> Mark J. Scheiwer	Interim Chief Financial Officer & Chief Accounting Officer (Principal Financial Officer and Principal Accounting Officer)	February 13, 2025
<u>/s/ EDITH AVILÉS</u> Edith Avilés	Director	February 13, 2025
<u>/s/ ROBERTO CANDELINO</u> Roberto Candelino	Director	February 13, 2025

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ DAVID C. EVANS</u> David C. Evans	Director	February 13, 2025
<u>/s/ ADAM HANFT</u> Adam Hanft	Director	February 13, 2025
<u>/s/ STEPHEN L. JOHNSON</u> Stephen L. Johnson	Director	February 13, 2025
<u>/s/ MARK D. KINGDON</u> Mark D. Kingdon	Director	February 13, 2025
<u>/s/ KATHERINE HAGEDORN LITTLEFIELD</u> Katherine Hagedorn Littlefield	Director	February 13, 2025
<u>/s/ NICK MIARITIS</u> Nick Miaritis	Director	February 13, 2025
<u>/s/ BRIAN E. SANDOVAL</u> Brian E. Sandoval	Director	February 13, 2025
<u>/s/ PETER E. SHUMLIN</u> Peter E. Shumlin	Director	February 13, 2025
<u>/s/ JOHN R. VINES</u> John R. Vines	Director	February 13, 2025

INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
3.1	<u>Initial Articles of Incorporation of The Scotts Miracle-Gro Company as filed with the Ohio Secretary of State on November 22, 2004, incorporated herein by reference to Exhibit 3.1 to the Current Report on Form 8-K of The Scotts Miracle-Gro Company (the “Registrant”) filed on March 24, 2005</u> [File No. 1-11593]
3.2	<u>Certificate of Amendment by Shareholders to Articles of Incorporation of The Scotts Miracle-Gro Company as filed with the Ohio Secretary of State on March 18, 2005, incorporated herein by reference to Exhibit 3.2 to the Registrant’s Current Report on Form 8-K filed on March 24, 2005</u> [File No. 1-11593]
3.3	<u>Code of Regulations of The Scotts Miracle-Gro Company, incorporated herein by reference to Exhibit 3.3 to the Registrant’s Current Report on Form 8-K filed on March 24, 2005</u> [File No. 1-11593]
5.1	<u>Opinion of Chief Legal Officer of the Company</u>
23.1	<u>Consent of Deloitte & Touche LLP, independent registered public accounting firm</u>
23.2	<u>Consent of Chief Legal Officer of the Company</u> (included in Exhibit 5.1)
24.1	Powers of Attorney (included on signature pages of Registration Statement)
99.1	<u>The Scotts Miracle-Gro Company Discounted Stock Purchase Plan</u>
107	<u>Filing Fee Table</u>

Calculation of Filing Fee Table

Form S-8
(Form Type)

The Scotts Miracle-Gro Company
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered(1)	Proposed Maximum Offering Price Per Share(2)	Maximum Aggregate Offering Price(2)	Fee Rate	Amount of Registration Fee
Equity	Common Shares, without par value	457(h)	300,000	\$66.73	\$20,019,000.00	\$0.0001531	\$3,064.91
Total Offering Amounts					\$20,019,000.00		\$3,064.91
Total Fee Offsets							
Net Fee Due							\$3,064.91

- (1) Represents an increase in the number of common shares, without par value (the “Common Shares”), of The Scotts Miracle-Gro Company (the “Registrant”) that may be issued under The Scotts Miracle-Gro Company Discounted Stock Purchase Plan, as amended and restated effective January 27, 2025 (the “Plan”). These Common Shares are in addition to the Common Shares which were previously authorized for issuance under the Plan and which had not been awarded and remained unissued as of January 27, 2025. In addition, pursuant to Rule 416(a) under the Securities Act of 1933, as amended, this Registration Statement also covers an indeterminate number of additional Common Shares that may become issuable under the terms of The Scotts Miracle-Gro Company Discounted Stock Purchase Plan to prevent dilution resulting from any stock split, stock dividend, recapitalization or other similar transaction affecting the Common Shares.
- (2) Estimated solely for the purpose of calculating the aggregate offering price and the registration fee pursuant to Rules 457(c) and 457(h) promulgated under the Securities Act, as amended, and computed on the basis of \$66.73, which is the average of the high and low sales prices for a Common Share as reported on the New York Stock Exchange on February 10, 2025.

February 13, 2025

The Scotts Miracle-Gro Company
14111 Scottslawn Road
Marysville, Ohio 43041

Re: The Scotts Miracle-Gro Company Registration Statement on Form S-8

Ladies and Gentlemen:

I am the Chief Legal Officer of The Scotts Miracle-Gro Company, an Ohio corporation (the “**Company**”), and have represented the Company in connection with the Registration Statement on Form S-8 of the Company (the “**Registration Statement**”) to be filed with the Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), on the date hereof, relating to the registration of 300,000 common shares, without par value (“**Common Shares**”), of the Company, issuable pursuant to The Scotts Miracle-Gro Company Discounted Stock Purchase Plan (the “**Plan**”).

I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, corporate records, certificates of public officials and other instruments as I have deemed necessary for the purposes of rendering this opinion. In my examination, I have assumed the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to me as originals and the conformity to original documents of all documents submitted to me as copies.

Based upon the foregoing and subject to the assumptions, qualifications and limitations set forth herein, I am of the opinion that the Common Shares described above, when issued and sold in accordance with the terms set forth in the Plan and against payment therefor, and when the Registration Statement has become effective under the Securities Act, will be validly issued, fully paid and non-assessable.

I express no opinion as to the laws of any jurisdiction other than any published constitutions, treaties, laws, rules or regulations or judicial or administrative decisions of the State of Ohio.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of my name in the Prospectus and any supplement thereto forming a part of the Registration Statement under the caption “Legal Matters.” In giving this consent, I do not thereby admit that I am within the category of persons whose consent is required under Section 7 of the Securities Act and the rules and regulations of the Commission thereunder.

Sincerely,

/s/ DIMITER TODOROV

Dimitar Todorov
Executive Vice President, Chief Legal Officer & Corporate Secretary

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated November 26, 2024, relating to the financial statements and financial statement schedules of The Scotts Miracle-Gro Company and subsidiaries (the “Company”), and the effectiveness of the Company’s internal control over financial reporting, appearing in the Annual Report on Form 10-K of the Company for the year ended September 30, 2024.

/s/ DELOITTE & TOUCHE LLP

Columbus, Ohio

February 13, 2025

**THE SCOTTS MIRACLE-GRO COMPANY
DISCOUNTED STOCK PURCHASE PLAN**

(Amended and Restated Effective January 27, 2025)

1.00 PURPOSE

This Plan is intended to foster and promote the Company's long-term financial success and to increase shareholder value by [1] providing Participants an opportunity to acquire an ownership interest in the Company and [2] enabling the Company to attract and retain the services of outstanding individuals upon whose judgment, interest and dedication the successful conduct of the Company's business is largely dependent.

2.00 DEFINITIONS

When used in this Plan, the following terms will have the meanings given to them in this section unless another meaning is expressly provided elsewhere in this document or clearly required by the context. When applying these definitions, the form of any term or word will include any of its other forms.

Act. The Securities Exchange Act of 1934, as amended.

Affiliate. Any corporation or other entity (including, but not limited to, a partnership or a limited liability company), whether domestic or foreign, that is affiliated with the Company through stock or equity ownership or otherwise.

Beneficiary. The person who has the right to receive (or exercise) any Plan benefits (or rights) that are unpaid (or unexercised) when the Participant dies.

Board. The Company's Board of Directors.

Change in Control. The occurrence of any of the following events:

[1] The members of the Board on the Effective Date ("Incumbent Directors") cease for any reason other than death to constitute at least a majority of the members of the Board, provided that any director whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the then Incumbent Directors also will be treated as an Incumbent Director; or

[2] Any "person," including a "group" as such terms are used in Act §§13(d) and 14(d)(2), but excluding the Company, any of its Affiliates or Subsidiaries, any employee benefit plan of the Company or any of its Affiliates or Subsidiaries or Hagedorn Partnership, L.P. or any party related to Hagedorn Partnership, L.P. as determined by the Compensation Committee is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing more than 30 percent of the combined voting power of the Company's then outstanding securities; or

[3] Consummation of: (i) the merger or other business combination of the Company with or into another entity in which the shareholders of the Company immediately before the effective date of such merger or other business combination own less than fifty percent (50%) of the voting power in such entity; or (ii) the sale or other disposition of all or substantially all of the assets of the Company; or

[4] The adoption by the shareholders of the Company of a plan relating to the liquidation or dissolution of the Company;

[5] For any reason, Hagedorn Partnership, L.P. or any party related to Hagedorn Partnership, L.P. as determined by the Compensation Committee becomes the "beneficial owner" (as defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing more than 49 percent of the combined voting power of the Company's then outstanding securities or

[6] Any other event that is identified as a Change in Control in any other shareholder-approved plan of the Company that the Compensation Committee, in its discretion, deems appropriate to be considered a Change in Control under this Plan.

Code. The Internal Revenue Code of 1986, as in effect on the Effective Date or as amended or superseded after the Effective Date, and any regulations and applicable rulings issued under the Code.

Compensation Committee. The Compensation and Organization Committee of the Board or a subcommittee thereof, or any other committee designated by the Board to administer this Plan. The members of the Compensation Committee shall be appointed from time to time by and shall serve at the discretion of the Board. If the Compensation Committee does not exist or cannot function for any reason, the Board may take any action under the Plan that would otherwise be the responsibility of the Compensation Committee.

Company. The Scotts Miracle-Gro Company, an Ohio corporation, and any successor to it.

Custodial Account. The account established for each Participant to which the Company transfers shares of Stock acquired under the Plan.

Designated Affiliate or Subsidiary. Any Affiliate or Subsidiary that has been designated by the Compensation Committee as an Affiliate or a Subsidiary whose Employees shall be eligible to participate in the Plan.

Effective Date. January 27, 2025, the date that this Plan, as amended and restated, has been approved by the Company's shareholders.

Eligible Employee. As of any Purchase Date, [1] any U.S.-based regular full-time or permanent part-time Employee who [a] has reached age 18, [b] is not a seasonal employee (i.e., as determined by the Compensation Committee), [c] has been an Employee for at least 15 days before the applicable Purchase Date, and [d] complies with Section 3.00 and other Plan provisions; and [2] any non-U.S.-based Employee of an Employer who [a] meets the eligibility criteria established by the Compensation Committee from time to time for non-U.S.-based Employees of such Employer and [b] complies with Section 3.00 and other Plan provisions.

Employee. Any person who, on an applicable Purchase Date, is a common law employee of any Employer. A worker who is classified as other than a common law employee but who is subsequently reclassified as a common law employee of an Employer for any reason and on any basis will be treated as a common law employee from the first administratively practicable Purchase Date after the date of that determination and will not retroactively be reclassified as an Employee for any purpose of this Plan.

Employer. The Company and each Designated Affiliate or Subsidiary employing an Eligible Employee.

Fair Market Value. The value of one share of Stock on any relevant date, determined under the following rules:

[1] If the Stock is traded on an exchange, the Compensation Committee in its discretion may determine a price that is based on the opening, closing, actual, high, low, or average selling prices of a share of Stock reported on the New York Stock Exchange ("NYSE"), or other established stock exchange (or exchanges) on (i) the Purchase Date, (ii) the preceding trading day, (iii) the next succeeding trading day, or (iv) an average of trading days;

[2] If the Stock is acquired on the open market, the price at which the Stock is purchased on the NYSE (or other market in which the Stock is traded) with respect to such Purchase Date;

[3] If the Stock is traded over-the-counter with no reported closing price, the mean between the lowest bid and the highest asked prices on that quotation system on the relevant date if it is a trading day, otherwise on the next trading day; or

[4] If neither of the preceding apply, the fair market value as determined by the Compensation Committee in good faith.

[5] Additionally, the Compensation Committee may use its discretion to apply different methods of determining Fair Market Value consistent with the previously described rules above for different purchases of Stock.

Participant. Any Eligible Employee who complies with the conditions described in Section 3.00 for the applicable Purchase Date.

Plan. The Scotts Miracle-Gro Company Discounted Stock Purchase Plan (as Amended and Restated as of January 27, 2025). This Plan is not intended to comply with Code §§422 or 423.

Plan Account. The individual account established by the Compensation Committee for each Participant and to which all amounts described in Section 3.01[1][a] are credited until applied as described in Section 6.00.

Plan Year. A calendar year.

Purchase Date. The effective date on which shares of Stock are purchased in exchange for the Purchase Price, which generally shall be as soon as administratively practicable after the Company receives payment either from payroll deductions or a lump sum contribution directly from Participants for the purchase of such shares of Stock, unless otherwise determined by the Compensation Committee.

Purchase Price. The price that each Participant must pay to purchase shares of Stock under this Plan but which may never be less than 85 percent of the Fair Market Value of a share of Stock on each Purchase Date.

Purchase Right. The right to purchase shares of Stock subject to the terms of the Plan.

Stock. A common share, without par value, issued by the Company.

Subsidiary. Any corporation or other entity, whether domestic or foreign, in which the Company has or obtains, either directly or indirectly, a proprietary interest of more than 50 percent by reason of stock ownership or otherwise.

Termination. Cessation of the employee-employer relationship between a Participant and the Employer for any reason. Also, a Participant will be treated as having Terminated on the date his or her employer is no longer an Employer, unless such Participant is reassigned to perform services as an Eligible Employee of a different Employer within a reasonable amount of time after the original employer ceased being an Employer under this Plan.

3.00 PARTICIPATION

3.01 Enrollment.

An Eligible Employee may become a Participant in the Plan by one or both of the following methods:

[1] An Eligible Employee may become a Participant by authorizing the Employer to withhold a portion of his or her cash compensation to purchase shares of Stock for his or her Custodial Account, in a manner prescribed by the Compensation Committee or Company;

[2] An Eligible Employee may become a Participant by delivering to the Company a lump sum contribution to purchase shares of Stock for his or her Custodial Account, in a manner prescribed by the Compensation Committee or Company;

[3] All enrollment authorizations:

[a] must be in the form of United States dollars or such other currency that the Compensation Committee deems appropriate for a particular Employer, and which the Compensation Committee may then convert to United States dollars;

[b] may not authorize or result in a purchase for [i] less than the minimum amount specified by the Compensation Committee or [ii] more than the amount specified by the Compensation Committee (which may never be more than, in the aggregate, US\$36,000 for each Plan Year);

[c] must be signed or appropriately authorized by the enrolling Eligible Employee;

[d] must be delivered to the Company or its designee within the period specified by the Company or such designee; and

[e] must comply with any other rules established by the Compensation Committee.

[4] By enrolling in the Plan, each Participant will be deemed to have [a] agreed to the terms of the Plan and [b] authorized the Employer to withhold from his or her compensation [i] the amounts authorized under Section 3.01[1] (if any) and [ii] any taxes and other amounts due in connection with any transaction contemplated by the Plan.

3.02 *Duration of Election to Participate.*

Subject to the terms of the Plan:

[1] Participants' withholding elections will be implemented beginning on the first payroll period that is as soon as administratively practicable after receipt of such election and shall remain in effect until [a] revoked or changed under the rules described in Section 3.02[2], [b] the Participant ceases to be an Eligible Employee, [c] the Participant has contributed the maximum amount that is permitted under the Plan for a Plan Year, or [d] such other time determined by the Compensation Committee.

[2] A Participant who elects to participate in the Plan by electing payroll deductions in the manner prescribed under this Plan may change or revoke that election only by complying with the rules described in Section 3.01 as if the changed or revoked election were a new election. Any change to or revocation of an earlier election will be effective beginning on the first payroll period that is as soon as administratively practicable after receipt of such election and will remain in effect until revoked or changed under the rules described in this section.

[3] Unless Section 3.02[1] applies, a Participant who has made a lump sum contribution to the Company to purchase shares of Stock will be considered to have made a one-time purchase of Stock. Such lump sum contribution will be effective only for that single purchase of shares of Stock.

3.03 *No Interest Paid.* No interest will be paid with respect to any amount credited to or held in any Plan Account.

4.00 ADMINISTRATION

4.01 *Compensation Committee Duties.*

[1] The Compensation Committee is responsible for administering the Plan and has all powers appropriate and necessary to that purpose. Consistent with the Plan's objectives, the Compensation Committee may adopt, amend and rescind rules and regulations relating to the Plan, to the extent appropriate to protect the Company's interests and has complete discretion to make all other decisions necessary or advisable for the administration and interpretation of the Plan. The authority of the Compensation Committee specifically includes, without limitation, the power to make any changes to the Plan with respect to the participation of employees of any Designated Affiliate or Subsidiary that is organized under the laws of a country other than the United States of America when the Compensation Committee deems such changes to be necessary or appropriate to achieve a desired tax treatment in such non-U.S. jurisdiction or to comply with the laws applicable to such non-U.S. Subsidiaries. Such changes may include, without limitation, establishment of or modifications to eligibility criteria, maximum number or value of shares that may be purchased in a given period, or other requirements set forth herein; and procedural or administrative modifications. Any modification relating to offerings to a particular Designated Affiliate or Subsidiary will apply only to such Designated Affiliate or Subsidiary, and will apply equally to all similarly situated employees of such Designated Affiliate or Subsidiary. Any action by the Compensation Committee will be final, binding and conclusive for all purposes and upon all persons. The Compensation Committee is granted all powers appropriate and necessary to administer the Plan.

[2] Consistent with the terms of the Plan, the Compensation Committee:

[a] May exercise all discretion retained to it under the Plan;

[b] May establish the number of shares of Stock that may be acquired during any Plan Year or on any Purchase Date if the number available during any Plan Year or on such Purchase Date is less than all remaining available shares determined under Section 5.01;

[c] May develop and impose other terms and conditions it believes are appropriate and necessary to implement the purposes of this Plan;

[d] Will establish (or cause to be established) and maintain a Plan Account for each Participant to which will be [i] credited with amounts described in 3.01[1] and Section 3.01[2] and [ii] debited with all amounts applied to purchase shares of Stock;

[e] Will establish (or cause to be established) a Custodial Account for each Participant which will be credited with shares of Stock until distributed as provided in Section 7.00;

[f] Will administer (or cause to be administered) procedures through which Eligible Employees may enroll or participate in the Plan;

[g] Will disseminate (or cause to be disseminated) information about the Plan to Eligible Employees; and

[h] Will apply all Plan rules and procedures.

4.02 *Delegation of Ministerial Duties.* In its sole discretion, the Compensation Committee may delegate any ministerial duties associated with the Plan to any person (including employees of the Company) that it deems appropriate other than those duties described in Section 4.01[2][a], [b] and [c].

4.03 *General Limit on Compensation Committee.* Consistent with applicable law and Plan terms, the Plan will be administered in a manner that extends equal rights and privileges to all Participants.

5.00 STOCK AVAILABLE FOR PURCHASE

5.01 *Number of Shares of Stock.* Subject to Section 5.02, the aggregate number of shares of Stock that may be purchased under the Plan is 300,000 plus the number of shares of Stock that the Company's shareholders previously approved for purchase under the Plan that, immediately before January 27, 2025, had not been purchased.

5.02 *Adjustment in Capitalization.* In the event of any corporate event or transaction (including, but not limited to, a change in the shares of Stock of the Company or the capitalization of the Company) such as a merger, consolidation, reorganization, recapitalization, separation, partial or complete liquidation, Stock dividend, Stock split, reverse Stock split, split-up, spin-off, or other distribution of Stock or property of the Company, combination of shares of Stock, exchange of shares of Stock, dividend in kind, or other like change in capital structure, number of outstanding shares of Stock or distribution (other than normal cash dividends) to shareholders of the Company, or any similar corporate event or transaction, the Compensation Committee, in its sole discretion, in order to prevent dilution or enlargement of Participants' rights under this Plan, will appropriately adjust [1] the number of Purchase Rights that may or will be issued, [2] the aggregate number and kind of shares of Stock available under Section 5.02 or subject to outstanding Purchase Rights (as well as any share-based limits imposed under this Plan), [3] the respective Purchase Price, number of shares and other limitations applicable to outstanding or subsequently issued Purchase Rights and [4] any other factors, limits or terms affecting any outstanding or subsequently issued Purchase Rights.

5.03 *Source of Stock.* Shares of Stock to be purchased under the Plan may, in the Compensation Committee's discretion, be newly issued shares, treasury shares previously acquired by the Company, or shares purchased on any securities exchange upon which shares of Stock are traded, otherwise in the over-the-counter market, or in negotiated transactions. Shares of authorized but unissued shares of Stock may not be delivered under the Plan if the Purchase Price is less than the par value of the Stock.

6.00 PURCHASE OF SHARES

6.01 *Purchase.*

[1] Payroll deductions and any separate lump sum contribution from a Participant will be held in the Participant's Plan Account until the Purchase Date. As of each Purchase Date and subject to the Plan's terms and limits, the sum of a Participant's payroll deductions that he or she elected and any lump sum contributions the Participant made to the Company will be divided by the Purchase Price established for that Purchase Date and each Participant will be deemed to have purchased the number of whole and fractional shares of Stock produced by dividing the value of the Participant's Plan Account as of the Purchase Date by the Purchase Price. Simultaneously, the Participant's Plan Account will be charged for the amount of the purchase.

[2] Notwithstanding anything in the Plan to the contrary, the Compensation Committee and Company may take any actions that are necessary to ensure that the appropriate number of shares of Stock have been acquired on behalf of a Participant and that administration of the Plan complies with the applicable limits and laws that apply to the Plan.

6.02 Issuance and Transference of Shares; Participants' Custodial Accounts.

[1] At or as promptly as practicable after the applicable Purchase Date, the Company may issue or transfer the shares of Stock purchased by a Participant on that Purchase Date and/or transfer cash necessary to purchase such shares of Stock to the custodian for transfer into that Participant's Custodial Account.

[2] Unless the Compensation Committee decides otherwise, cash dividends on any shares of Stock credited to a Participant's Custodial Account will be automatically reinvested in additional whole and fractional shares of Stock unless the Participant has affirmatively elected to receive the dividend in cash. All cash dividends credited to Participants' Custodial Accounts will be paid over by the Company to the custodian at the dividend payment date and all cash dividends to be paid to a Participant in cash will be distributed at the dividend payment date. Purchases of Stock for purposes of dividend reinvestment will be made as promptly as practicable (but not more than 30 days) after a dividend payment date. The custodian will make these purchases, as directed by the Compensation Committee, either [a] in transactions on any securities exchange upon which shares of Stock are traded, otherwise in the over-the-counter market, or in negotiated transactions, or [b] directly from the Company at 100 percent of the Fair Market Value of a share of Stock on the dividend payment date. These shares will be distributed as provided in Section 7.00.

[3] Each Participant's Custodial Account will be credited with any shares of Stock distributed as a dividend or distribution in respect of shares of Stock credited to that Participant's Custodial Account or in connection with a split of Stock credited to that Participant's Custodial Account.

[4] As soon as reasonably practicable after receipt, the custodian will sell any noncash dividends (other than Stock) received with respect to any Stock held in a Participant's Custodial Account and apply the proceeds of that sale to purchase additional shares of Stock in the manner described in Section 6.03[2]. After this transaction is completed, the custodian will credit the purchased shares of Stock to the Custodial Account to which was credited the Stock with respect to which the noncash dividend was distributed.

[5] Subject to applicable securities laws, proxy statement rules, and other guidance regarding shareholder voting rights, each Participant will be entitled to vote the number of shares of Stock credited to his or her Custodial Account (including any fractional shares) on any matter as to which the approval of the Company's shareholders is sought. If a Participant does not vote or grant a valid proxy with respect to shares credited to his or her Custodial Account, those shares will be voted by the custodian in accordance with any stock exchange or other rules governing the custodian in the voting of shares held for customer accounts. Similar procedures will apply in the case of any consent solicitation of Company shareholders.

7.00 TERMINATION/DISTRIBUTION OF CUSTODIAL ACCOUNTS

7.01 Effect of Termination on Election to Participate.

A Participant who Terminates will be deemed to have withdrawn from the Plan. Any cash amounts credited to his or her Plan Account as of the date of the Participant's Termination may, in the Compensation Committee's discretion, either be returned to the Participant or be used to purchase shares of Stock to be credited to his or her Custodial Account as soon as practicable after Termination.

7.02 Distribution of Custodial Accounts.

[1] Except as otherwise provided in the Plan,

[a] No earlier than one year after the Purchase Date for which shares of Stock were purchased on behalf of a Participant, all whole shares of Stock and cash held in his or her Custodial Account will be available for distribution to the Participant or transfer as the Participant elects and any fractional shares of Stock held in a Custodial Account will be available for conversion to cash equal to the Fair Market Value of the fractional shares on or after such one-year anniversary date, as the Participant elects.

[b] Notwithstanding paragraph [a] above, if the Participant Terminates for any reason before such one-year anniversary date, as soon as practicable after the date the Participant Terminates, all whole shares of Stock and

cash held in his or her Custodial Account will be distributed to the Participant or transferred as the Participant elects and any fractional shares of Stock held in a Custodial Account will be converted to cash equal to the Fair Market Value of the fractional share on the Termination date.

[2] Shares of Stock held in Custodial Accounts that are to be distributed to a former Participant will be distributed [a] in one or more certificates for whole shares issued in the name of and delivered to the Participant or [b] pursuant to such other method(s) permitted by applicable laws, rules and regulations, as determined by the Compensation Committee in its sole discretion.

[3] Custodial Accounts that are to be transferred to a broker-dealer or financial institution that maintains an account for the Participant will be transferred in one or more certificates for whole shares or by such other method(s) permitted by applicable laws, rules and regulations, as determined by the Compensation Committee in its sole discretion, and cash in lieu of fractional shares will be paid directly to the former Participant as determined under Section 7.02[1].

[4] Any Participant that wants to withdraw or transfer shares of Stock must give instructions to the custodian in a form and manner that complies with rules prescribed by the Compensation Committee and the custodian.

8.00 MERGER, CONSOLIDATION OR SIMILAR EVENT

If the Company undergoes a Change in Control, all shares of Stock and cash held in each Participant's Custodial Account will be made available under procedures developed by the Custodian and the Committee.

9.00 AMENDMENT, MODIFICATION AND TERMINATION OF PLAN

9.01 *Amendment, Modification, Termination of Plan.* The Plan will automatically terminate after the Purchase Date as of which the amount of available shares of Stock has been exhausted, unless the Board or Compensation Committee determines otherwise. Also, the Board or the Compensation Committee (provided that the Compensation Committee is comprised solely of members of the Board) may terminate, suspend or amend the Plan at any time without shareholder approval except to the extent that shareholder approval is required to satisfy applicable requirements imposed by [1] Rule 16b-3 under the Act, or any successor rule or regulation, [2] applicable requirements of the Code or [3] any securities exchange, market or other quotation system on or through which the Company's securities are listed or traded. Also, no Plan amendment may [4] result in the loss of a Compensation Committee member's status as a "non-employee director" as defined in Rule 16b-3 under the Act, or any successor rule or regulation, with respect to any employee benefit plan of the Company, [5] cause the Plan to fail to meet requirements imposed by Rule 16b-3 under the Act or [6] without the consent of the affected Participant, adversely affect any Purchase Right issued before the amendment. However, nothing in this Section 9.01 will restrict the Compensation Committee's right to exercise the discretion retained in Section 4.00.

9.02 *Effect of Plan Termination.* Upon termination of the Plan any cash balances held in Plan Accounts and Custodial Accounts when the Plan is terminated will be returned to the Participant for whom the Plan Account was established, and no additional shares of Stock will be sold through this Plan after the date of termination. All shares of Stock held in Custodial Accounts will be distributed following the procedures described in Section 7.02.

10.00 MISCELLANEOUS

10.01 *Restriction on Transfers.* No right or benefit under the Plan may be transferred, assigned, alienated, pledged or otherwise disposed of in any way by a Participant. All rights and benefits under the Plan may be exercised during the Participant's lifetime only by the Participant.

10.02 *Beneficiary.* The Company may implement procedures to allow Participants to designate Beneficiaries. If the Company has not implemented such procedures, or if a Participant has not made such a Beneficiary designation, then in the event that a Participant dies, the deceased Participant's Beneficiary will be his or her surviving spouse or, if there is no surviving spouse, the deceased Participant's estate.

10.03 *No Guarantee of Employment.* Nothing in the Plan may be construed as:

[1] Interfering with or limiting the right of any Employer to terminate any Participant's employment at any time; or

[2] Conferring on any Participant or Employee any right to continue as an Employee.

Further, the Participant will not be entitled by reason of participation in the Plan to any compensation, in connection with termination of employment, for loss of any right or benefit or prospective right or benefit which the employee might otherwise have enjoyed by way of damages for breach of contract.

10.04 *No Promise of Future Awards.* The right to purchase shares of Stock under this Plan is being made available on a voluntary and discretionary basis and the Purchase Right with respect to each individual Purchase Date is being offered on a one-time basis and does not constitute a commitment to make any Purchase Right available in the future. The right to purchase shares of Stock hereunder will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law.

10.05 *Tax Requirements and Notification.* Each Participant is solely responsible for satisfying any applicable local, state, federal and foreign tax requirements associated with any taxable amount received from or associated with his or her participation in the Plan. The Employer will withhold required taxes in the same manner and for the same taxing jurisdiction as it withholds taxes from Participants' other compensation or as otherwise required by applicable law.

10.06 *Indemnification.* Each individual who is or was a member of the Compensation Committee or of the Board will be indemnified and held harmless by the Company against and from any loss, cost, liability or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit or proceeding to which he or she may be made a party or in which he or she may be involved by reason of any action taken or failure to take action under the Plan as a Compensation Committee member and against and from any and all amounts paid, with the Company's approval, by him or her in settlement of any matter related to or arising from the Plan as a Compensation Committee member or paid by him or her in satisfaction of any judgment in any action, suit or proceeding relating to or arising from the Plan against him or her as a Compensation Committee member, but only if he or she gives the Company an opportunity, at its own expense, to handle and defend the matter before he or she undertakes to handle and defend it in his or her own behalf. The right of indemnification described in this section is not exclusive and is independent of any other rights of indemnification to which the individual may be entitled under the Company's organizational documents, by contract, as a matter of law or otherwise. The foregoing right of indemnification is not exclusive and is independent of any other rights of indemnification to which the person may be entitled under the Company's organizational documents, by contract, as a matter of law or otherwise.

10.07 *No Limitation on Compensation.* Nothing in the Plan is to be construed to limit the right of the Company to establish other plans or to pay compensation to its employees or directors, in cash or property, in a manner not expressly authorized under the Plan.

10.08 *Requirements of Law.* The availability of Purchase Rights and the issuance of shares of Stock will be subject to all applicable laws, rules and regulations and to all required approvals of any governmental agencies or national securities exchange, market or other quotation system. Also, no shares of Stock will be sold under the Plan unless the Company is satisfied that the issuance of those shares of Stock will comply with applicable federal and state securities laws and any applicable securities laws of non-U.S. jurisdictions. Certificates for shares of Stock delivered under the Plan, if any, may be subject to any stock transfer orders and other restrictions that the Compensation Committee believes to be advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange or other recognized market or quotation system upon which the Stock is then listed or traded, or any other applicable federal or state securities law or any applicable securities laws of non-U.S. jurisdictions. The Compensation Committee may cause a legend or legends to be placed on any certificates issued under the Plan to make appropriate reference to restrictions within the scope of this section.

10.09 *Use of Funds.* All amounts credited to and held in Plan Accounts may be used by the Company for any corporate purpose and the Company is not required to segregate Plan Accounts from its general assets.

10.10 *Expenses.* Except as otherwise provided in this section and the Plan, costs and expenses incurred in the administration of the Plan and maintenance of Plan Accounts will be paid by the Company, including the custodian's annual fees and any brokerage fees and commissions arising in connection with the purchase of shares of Stock upon reinvestment of dividends and distributions. In no circumstance will the Company pay any brokerage fees and commissions arising in connection with the sale of shares of Stock acquired under the Plan by any Participant.

10.11 *Governing Law.* The Plan and all related agreements will be construed in accordance with and governed by the laws (other than laws governing conflicts of laws) of the United States and of the State of Ohio.

10.12 *No Impact on Benefits*. The right to purchase shares of Stock under this Plan is an incentive designed to promote the objectives described in Section 1.00 and are not to be treated as compensation for purposes of calculating a Participant's rights under any employee benefit plan.

10.13 *Data Privacy*. Information about the Participant and the Participant's participation in the Plan may be collected, recorded and held, used and disclosed for any purpose related to the administration of the Plan, which will be done in compliance with all applicable data privacy laws and regulations. The Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within the Participant's country or elsewhere, including the United States of America. The Participant consents to the processing of information relating to the Participant and the Participant's participation in the Plan in any one or more of the ways referred to above.

10.14 *Effective Date*. The Plan originally was effective upon the approval thereof by the shareholders of the Company at the Annual Meeting of Shareholders held on January 27, 2005. The Plan was amended and restated from time to time, and the most recent restatement was effective upon the approval thereof by the shareholders at the Annual Meeting of Shareholders held on January 26, 2018, and was subsequently amended and restated effective on February 5, 2018. The changes in such amendment and restatement apply as of the first administratively feasible Purchase Date after the Effective Date.