



Tuition Reimbursement Program

Policy Summary

Newell Brands, Inc. and its subsidiaries (the "Company") encourages employees to improve their skills and knowledge to meet both current and potential business-related opportunities within the Company. This Policy describes the eligibility requirements for participation in the Tuition Reimbursement Program.

Eligibility

All U.S. regular, active full-time, non-union employees employed for six (6) months, with no disciplinary actions on file over the prior twelve (12) month period, who have also received a satisfactory rating on their annual review, are eligible to apply for the Tuition Reimbursement Program.

Policy Specifics

1.0 Type of Course Permitted

1.1 There must be a demonstrable relationship between the course/degree and the Company's objectives. Therefore, the degree program should relate to either the employee's current responsibilities or to develop a skill necessary for advancement or transfer to another position within the Company.

1.2 Courses must be offered by an accredited university or college. Accreditation status is awarded to an institution by one of the six regional accrediting agencies, found at <http://ope.ed.gov/accreditation>. This grant of accreditation serves as an indication that the courses offered meet certain quality standards, the courses are taught by qualified instructors, and degrees granted have value.

1.3 Successful completion results in the employee receiving college-level credit hours.

1.3.1 Courses that are not for credit, or classes taken for a certification, will not be covered under this Program.

1.4 Courses are eligible for reimbursement, regardless if taken on campus, at a satellite location, online or through distance learning as outlined in Section 3.0.

1.5 Reimbursement is available for Credit-by-Examination exams (e.g, CLEP, DANTES) or courses (e.g., Straighterline) when academic and/or ACE-approved credit is awarded upon successful completion.

1.6 Reimbursement is available for Prior Learning Assessments (PLA) courses where academic credit is granted for life experiences and applied against degree requirements as part of an approved degree program at an accredited college or university.

1.7 In situations where an employee is working toward an approved degree, all courses necessary for completion of the degree are eligible for reimbursement.

1.8 Training seminars, workshops, professional certification courses, materials, examinations or courses are not eligible for reimbursement under this Program (although they may be approved under the manager's budget in accordance with the Travel & Entertainment Policy).



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- 1.9 All requests to pursue doctoral level degree programs and courses (including programs such as "executive" MBAs) will be managed as part of professional development and will require VP of HR approval.

2.0 Tuition Reimbursement Program Repayment

- 2.1 Requests will be considered only after the employee has agreed in writing to repay expenses reimbursed by the Company under this program.

2.1.1 For Associates and Bachelor's degree programs - if a Separation occurs, the employee agrees to repay 100% of all Tuition Reimbursement payments made in the preceding 12 months. For Master's degree programs, the employee agrees to repay 100% of all Tuition Reimbursement payments made in the preceding 24 months.

2.1.2 Repayment to the Company must be completed before the date of voluntary termination or appropriate recovery methods will be undertaken, including payroll deduction from the final paycheck and legal proceedings if deemed appropriate.

3.0 Distance Learning Opportunities

- 3.1 In addition to distance learning opportunities offered by state and local universities, the Company has entered into an agreement with several private institutions to provide distance-learning opportunities and discounts on tuition for both undergraduate and graduate degree programs in a wide variety of fields. For a list of these institutions please contact the Newell Brands Benefits Center at 1-833-463-9355 for assistance.

4.0 Reimbursable Costs

- 4.1 Registration, tuition, books and laboratory fees, and graduation fees (including cap and gown) are considered reimbursable expenses. All other costs such as activity fees, transportation expenses, equipment and supplies are excluded from reimbursement.
- 4.2 Following IRS Publication 970 regarding tax free tuition reimbursement, reimbursement for all courses and materials covered by this program is limited to \$5,250, annually.

5.0 Amount of Reimbursement

- 5.1 Tuition and fee reimbursements will be 100% for a grade of A, B or C in the course.
- 5.2 No reimbursement will be granted for a grade of less than C.
- 5.3 In the case of a Pass/Fail grading, 100% reimbursement will be granted for courses that are "Passed" and a 0% reimbursement for courses that are "Failed".
- 5.4 Courses covered by this program and subsidized under the GI Bill, or other public or private funds, are eligible for a refund based on the employee's non-subsidized tuition cost, per the grade scale referenced in section 5.1.

6.0 Employee Tax Liability



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6.1 Following IRS Publication 970, employees can exclude up to \$5,250 of tuition reimbursement benefits each calendar year. The Company will not include these benefits in the wages, tips, and other compensation shown in Box 1 of Form W-2.

Employee Tuition Reimbursement Instructions

1. First, contact the Newell Brands Benefit Center at 1-833-463-9355 to request an application and learn about the process. Then, apply to Edcor and include your course details.
2. Submit your first application to Edcor requesting approval to enroll in the Tuition Reimbursement Program. Your first application must be submitted to Edcor prior to beginning the degree program, preferably prior to the first course commencing and no later than 30 days after the course starts. Requests received after the first 30 days of the class will not be accepted. The Company is not required to reimburse for any courses in violation of this requirement.
3. The request will be routed to the employee's manager for approval, and employee standing verified with Human Resources, to ensure that it aligns to business related opportunities within the Company and to verify the employee is not on disciplinary action. The employee shall receive notice as to whether the request has been granted.
4. Once an approval has been received, this will remain in place unless the employee is no longer eligible under the terms of this Program. In the event of a degree program change, the employee will be required to submit a new application to Edcor for Manager and Human Resources review and approval.
5. Employees must register in a course or program at an institution of their choice and pay up front for costs involved.
6. Submit a new application to seek approval for each subsequent application. You can include up to 4 courses within a term period on the same application.

Conditions for Reimbursement

1. Tuition, fees and other costs are reimbursed after the required grades and receipts are received and submitted to Edcor.
2. Reimbursement will be processed within 30 days of receipt of grades.
3. Employees must complete courses and be actively employed at the time of payment in order to be eligible for reimbursement. In the event of voluntary termination, or involuntary termination due to Cause¹, all reimbursements will cease immediately. In the event of involuntary termination due to a reduction in the workforce or a business divestiture, outstanding reimbursements will be viewed on a case-by-case basis.
4. When the employee's full-time status changes while enrolled in a class, reimbursement is made according to the employee status at the time of course enrollment.

¹ For purposes of this Program, Cause includes, but is not limited to: failure or refusal to follow a lawful order of the Board of Directors, the Company's management or your direct supervisor; misconduct; and violating Company policy or its Code of Conduct & Ethics.



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5. Documents required for reimbursement must be submitted within sixty days (60) of completing the course. If documentation is not received within this timeframe, the course(s) will no longer be eligible for reimbursement.

Corrective Action for Non-Compliance

Abuse of this Program may result in corrective action and enforcement subject to local legal requirements.

Questions about this Policy should be directed to EdCor through the Newell Brands Benefit Center at 1-833-463-9355.

The Company's intent is to comply with all controlling federal, state, and local laws, rules, regulations and ordinances. If any portion of this Policy conflicts with any such law, the controlling law applies. The Company may modify, revise, amend or delete its policies and procedures in whole or in part, with or without notice, as it deems necessary or appropriate and/or to comply with changes in the law. This Policy is not intended, nor should it be construed, as a guarantee or promise of employment for any specific length of time, or to create a contract of employment or other contractual rights.

Effective Date: January 1, 2021; previous effective date January 1, 2019

Policy Owner: Total Rewards

Executive Sponsor: Chief Human Resources Officer