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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 23, 2024

MATTHEWS INTERNATIONAL CORPORATION
(Exact name of registrant as specified in its charter)

Pennsylvania	**0-09115**	**25-0644320**
(State or other jurisdiction of Incorporation or organization)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

Two Northshore Center, Pittsburgh, PA 15212-5851
(Address of principal executive offices) (Zip Code)

(412) 442-8200
(Registrant's telephone number, including area code)

Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	**Trading Symbol**	**Name of each exchange on which registered**
Class A Common Stock, $1.00 par value	MATW	Nasdaq Global Select Market

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Purchase Agreement

On September 23, 2024, Matthews International Corporation ("Matthews" or the "Company"), as issuer, and certain direct and indirect subsidiaries of Matthews, as guarantors, entered into a purchase agreement (the "Purchase Agreement") with Truist Securities, Inc., as representative of the several initial purchasers named therein (the "Initial Purchasers"), regarding the issuance and sale of $300,000,000 aggregate principal amount of Matthews' 8.625% Senior Secured Second Lien Notes due 2027 (the "Notes") in the United States to qualified institutional buyers pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and outside the United States to non-U.S. persons pursuant to Regulation S under the Securities Act. Matthews expects that the Initial Purchasers and subsequent holders of the Notes will transfer the Notes pursuant to exemptions from the registration requirements of the Securities Act pursuant to either Rule 144A or Regulation S under the Securities Act. The Notes will be the Company's senior secured obligations, will be guaranteed on a senior secured basis by all of the Company's existing and future domestic subsidiaries that are borrowers under or guarantee the obligations under that certain Third Amended and Restated Loan Agreement (as amended, the "Credit Agreement"), by and among Matthews, the other Borrowers party thereto, Citizens Bank, N.A., as administrative agent, and the banks party thereto (the "U.S. Guarantors"), and will be guaranteed on a senior unsecured basis by all of the Company's existing and future foreign subsidiaries that are borrowers under or guarantee the obligations under the Credit Agreement (the "Foreign Guarantors"). The Notes and the guarantees of the U.S. Guarantors will be secured by a second priority lien on substantially all of the Company's and the U.S. Guarantors' assets, subject to certain exceptions and permitted liens. Matthews intends to use the net proceeds from this offering, together with borrowings under the Company's senior credit facility under the Credit Agreement, to redeem all of the Company's outstanding 5.25% senior notes due December 1, 2025 (the "Existing 2025 Notes") on or about October 24, 2024, and to pay accrued and unpaid interest on the Existing 2025 Notes, and to satisfy and discharge the indenture governing the Existing 2025 Notes. Matthews estimates that the net proceeds from the offering will be approximately $296.0 million, after deducting the Initial Purchasers' discount and estimated expenses related to the offering.

Sixth Amendment to Third Amended and Restated Loan Agreement

On September 23, 2024, Matthews, the U.S. Guarantors and the Foreign Guarantors entered into a Sixth Amendment (the "Sixth Amendment") to the Credit Agreement. Pursuant to the Sixth Amendment, Matthews and the U.S. Guarantors have agreed to, concurrently with closing of the offering of the Notes, enter into a second amended and restated pledge agreement pursuant to which Matthews and the U.S. Guarantors will grant to the secured parties under the Credit Agreement a first priority lien on substantially all of Matthews' and the U.S. Guarantors' assets, subject to certain exceptions and permitted liens. Further, the Sixth Amendment permits issuance of the Notes and for the Notes to be secured by a second priority lien on substantially all of Matthews' and the U.S. Guarantors' assets, subject to certain exceptions and permitted liens. All other material terms of the Credit Agreement, including but not limited to, the aggregate principal amount of $750 million available under the Credit Facility remain unchanged and continue in full force and effect.

Item 7.01 Regulation FD Disclosure.

On September 24, 2024, Matthews issued a press release announcing the pricing of its private offering of the Notes. A copy of a press release is attached hereto as Exhibit 99.1.

The information contained in Item 7.01 of this Current Report on Form 8-K (including Exhibit 99.1 attached hereto) is being furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing.

Forward-looking Information

Any forward-looking statements contained in this Current Report on Form 8-K are included pursuant to the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, but are not limited to, statements regarding the expectations, hopes, beliefs, intentions or strategies of the Company regarding the future, and may be identified by the use of words such as "expects," "believes," "intends," "projects," "anticipates," "estimates," "plans," "seeks," "forecasts," "predicts," "objective," "targets," "potential," "outlook," "may," "will," "could" or the negative of these terms, other comparable terminology and variations thereof. Such forward-looking statements involve known and unknown risks and uncertainties that may cause the Company's actual results in future periods to be materially different from management's expectations, and no assurance can be given that such expectations will prove correct. Factors that could cause the Company's results to differ materially from the results discussed in such forward-looking statements principally include changes in domestic or international economic conditions, changes in foreign currency exchange rates, changes in interest rates, changes in the cost of materials used in the manufacture of the Company's products, any impairment of goodwill or intangible assets, environmental liability and limitations on the Company's operations due to environmental laws and regulations, disruptions to certain services, such as telecommunications, network server maintenance, cloud computing or transaction processing services, provided to the Company by third-parties, changes in mortality and cremation rates, changes in product demand or pricing as a result of consolidation in the industries in which the Company operates, or other factors such as supply chain disruptions, labor shortages or labor cost increases, changes in product demand or pricing as a result of domestic or international competitive pressures, ability to achieve cost-reduction objectives, unknown risks in connection with the Company's acquisitions and divestitures, cybersecurity concerns and costs arising with management of cybersecurity threats, effectiveness of the Company's internal controls, compliance with domestic and foreign laws and regulations, technological factors beyond the Company's control, impact of pandemics or similar outbreaks, or other disruptions to our industries, customers, or supply chains, the impact of global conflicts, such as the current war between Russia and Ukraine, the outcome of the Company's dispute with Tesla, Inc., and other factors described in the Company's Annual Report on Form 10-K and other periodic filings with the U.S. Securities and Exchange Commission.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Purchase Agreement, dated September 23, 2024, by and amount Matthews International Corporation, the Guarantors, and Truist Securities, Inc., as representative of the several purchasers named therein
10.2	Sixth Amendment to Third Amended and Restated Loan Agreement, dated September 23, 2024, by and among Matthews International Corporation, the other Borrowers party thereto, Citizens Bank, N.A., as administrative agent, and the banks party thereto
99.1	Press Release, dated September 24, 2024, issued by Matthews International Corporation
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

MATTHEWS INTERNATIONAL CORPORATION
(Registrant)

By: /s/ Steven F. Nicola
Steven F. Nicola
Chief Financial Officer and Secretary

Date: September 24, 2024

Exhibit 10.1
Execution Version

$300,000,000

MATTHEWS INTERNATIONAL CORPORATION

8.625% Senior Secured Second Lien Notes due 2027

Purchase Agreement

September 23, 2024

Truist Securities, Inc.

As Representative of the
several Initial Purchasers listed
in Schedule 1 hereto

c/o Truist Securities, Inc.
3333 Peachtree Road NE
Atlanta, GA 30326

Ladies and Gentlemen:

Matthews International Corporation, a Pennsylvania corporation (the "Company"), proposes to issue and sell to the several initial purchasers listed in Schedule 1 hereto (the "Initial Purchasers"), for whom you are acting as representative (the "Representative"), $300,000,000 aggregate principal amount of its 8.625% Senior Secured Second Lien Notes due 2027 (the "Securities"). The Securities will be issued pursuant to an Indenture to be dated as of September 27, 2024 (the "Indenture"), among the Company, the guarantors listed in Schedule 2 hereto (the "U.S. Guarantors"), the guarantors listed in Schedule 3 hereto (the "Foreign Guarantors" and, together with the U.S. Guarantors, the "Guarantors") and Truist Bank, as trustee (the "Trustee") and collateral agent (the "Collateral Agent"), and will be guaranteed on a secured senior basis by each of the U.S. Guarantors and will be guaranteed on an unsecured senior basis by each of the Foreign Guarantors (collectively, the "Guarantees").

The Securities will be sold to the Initial Purchasers without being registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon an exemption therefrom. The Company and the Guarantors have prepared a preliminary offering memorandum dated September 23, 2024 (the "Preliminary Offering Memorandum") and will prepare an offering memorandum dated the date hereof (the "Offering Memorandum") setting forth information concerning the Company, the Guarantors and the Securities. Copies of the Preliminary Offering Memorandum have been, and copies of the Offering Memorandum will be, delivered by the Company to the Initial Purchasers pursuant to the terms of this purchase agreement (this "Agreement"). The Company hereby confirms that it has authorized the use of the Preliminary Offering Memorandum, the other Time of Sale Information (as defined below) and the Offering Memorandum in connection with the offering and resale of the Securities by the Initial Purchasers in the manner contemplated by this Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Preliminary Offering Memorandum.

At or prior to the time when sales of the Securities were first made (the "Time of Sale"), the Company had prepared the following information (collectively, the "Time of Sale Information"): the Preliminary Offering Memorandum, as supplemented and amended by the written communications listed on Annex A hereto. As used herein, the terms "Preliminary Offering Memorandum," "Offering Memorandum" and "Time of Sale Information" shall include the documents, if any, incorporated by reference therein on the date hereof.

The Company intends to use the net proceeds of the offering of the Securities, together with borrowings under its Third Amended and Restated Loan Agreement by and among the Company and the banks party thereto, dated March 27, 2020 (as amended from time to time, the "Senior Credit Facility") to redeem all of the Company's outstanding 5.25% Senior Notes due 2025 (such application of proceeds, the "Transaction").

The Securities will be secured on a second priority basis, subject to Permitted Liens (as defined in the Indenture), by liens on those assets of the Company and the U.S. Guarantors that have been, or will be on the Closing Date, pledged on a first priority basis as collateral securing the Senior Credit Facility as more particularly described in the Time of Sale Information (the "Collateral") pursuant to (i) a pledge and security agreement dated as of the Closing Date (the "Security Agreement"), (ii) with respect to the grants of security interests in U.S. federal registrations and/or applications for trademarks, patents and copyrights, either the Security Agreement or, respectively, a trademark security agreement, a patent security agreement and/or a copyright security agreement, each to be dated as of the Closing Date (the "Trademark Security Agreement," "Patent Security Agreement" and "Copyright Security Agreement," respectively, and, collectively, the "Intellectual Property Security Agreements"), in each case of clauses (i) and (ii), by and among the Company and/or the applicable U.S. Guarantors, as appropriate, and the Collateral Agent and (iii) other instruments evidencing or creating a security interest in favor of the Collateral Agent, for its benefit and the benefit of the Trustee and the holders of the Securities (collectively, the "Security Documents").

The liens on the Collateral securing the Securities will be subject to an Intercreditor Agreement, dated as of the Closing Date (the "Intercreditor Agreement"), by and between the Collateral Agent and Citizens Bank, N.A., as administrative agent under the Senior Credit Facility, and acknowledged by the Company and the U.S. Guarantors.

The Company and the Guarantors hereby confirm their agreement with the several Initial Purchasers concerning the purchase and resale of the Securities, as follows:

1. Purchase and Resale of the Securities.

(a) The Company agrees to issue and sell the Securities to the several Initial Purchasers as provided in this Agreement, and each Initial Purchaser, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company the respective principal amount of Securities set forth opposite such Initial Purchaser's name in Schedule 1 hereto at a price equal to 99.00% of the principal amount thereof plus accrued interest, if any, from September 27, 2024 to the Closing Date. The Company will not be obligated to deliver any of the Securities except upon payment for all the Securities to be purchased as provided herein.

(b) The Company understands that the Initial Purchasers intend to offer the Securities for resale on the terms set forth in the Time of Sale Information. Each Initial Purchaser, severally and not jointly, represents, warrants and agrees that:

(i) it is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act (a "QIB") and an accredited investor within the meaning of Rule 501(a) of Regulation D under the Securities Act ("Regulation D");

(ii) it has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act; and

(iii) it has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, the Securities as part of their initial offering except:

(A) to persons whom it reasonably believes to be QIBs in transactions pursuant to Rule 144A under the Securities Act ("Rule 144A") and in connection with each such sale, it has taken or will take reasonable steps to ensure that the purchaser of the Securities is aware that such sale is being made in reliance on Rule 144A; or

(B) outside the United States in accordance with the restrictions set forth in Annex C hereto.

(c) Each Initial Purchaser acknowledges and agrees that the Company and, for purposes of the "no registration" opinions to be delivered to the Initial Purchasers pursuant to Sections 6(f) and 6(h), counsel for the Company and counsel for the Initial Purchasers, respectively, may rely upon the accuracy of the representations and warranties of the Initial Purchasers, and compliance by the Initial Purchasers with their agreements, contained in paragraph (b) above (including Annex C hereto), and each Initial Purchaser hereby consents to such reliance.

(d) The Company acknowledges and agrees that the Initial Purchasers may offer and sell Securities to or through any affiliate of an Initial Purchaser and that any such affiliate may offer and sell Securities purchased by it to or through any Initial Purchaser.

(e) The Company and the Guarantors acknowledge and agree that each of the Representative and the other Initial Purchasers is acting solely in the capacity of an arm's length contractual counterparty to the Company and the Guarantors with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company, the Guarantors or any other person. Additionally, neither the Representative nor any other Initial Purchaser is advising the Company, the Guarantors or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company and the Guarantors shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and neither the Representative nor any other Initial Purchaser shall have any responsibility or liability to the Company or the Guarantors with respect thereto. Any review by the Representative or any Initial Purchaser of the Company, the Guarantors, and the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Representative or such Initial Purchaser, as the case may be, and shall not be on behalf of the Company, the Guarantors or any other person.

2. Payment and Delivery.

(a) Payment for and delivery of the Securities will be made at the offices of Cahill Gordon & Reindel LLP at 10:00 A.M., New York City time, on September 27, 2024, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representative and the Company may agree upon in writing. The time and date of such payment and delivery is referred to herein as the "Closing Date."

(b) Payment for the Securities shall be made by wire transfer in immediately available funds to the account(s) specified by the Company to the Representative against delivery to the nominee of The Depository Trust Company ("DTC"), for the account of the Initial Purchasers, of one or more global notes representing the Securities (collectively, the "Global Note"), with any transfer taxes payable in connection with the sale of the Securities duly paid by the Company. The Global Note will be made available for inspection by the Representative not later than 1:00 P.M., New York City time, on the business day prior to the Closing Date.

3. Representations and Warranties of the Company and the Guarantors. The Company and the Guarantors jointly and severally represent and warrant to each Initial Purchaser that:

(a) *Preliminary Offering Memorandum, Time of Sale Information and Offering Memorandum.* The Preliminary Offering Memorandum, as of its date, did not, the Time of Sale Information, at the Time of Sale, did not, and at the Closing Date, will not, and the Offering Memorandum, in the form first used by the Initial Purchasers to confirm sales of the Securities and as of the Closing Date, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company and the Guarantors make no representation or warranty with respect to (i) any statements or omissions made in reliance upon and in conformity with information relating to any Initial Purchaser furnished to the Company in writing by such Initial Purchaser through the Representative expressly for use in the Preliminary Offering Memorandum, the Time of Sale Information or the Offering Memorandum, it being acknowledged and agreed that the only such written information is as set forth in Section 7(b) hereof or (ii) the accuracy, validity or meritoriousness of the claims and allegations made in the Tesla Complaint (as defined in the Preliminary Offering Memorandum and the Offering Memorandum).

(b) *Additional Written Communications*. The Company and the Guarantors (including their agents and representatives, other than the Initial Purchasers in their capacity as such) have not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any written communication that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company and the Guarantors or their agents and representatives (other than a communication referred to in clauses (i) and (ii) below) an "Issuer Written Communication") other than (i) the Preliminary Offering Memorandum, (ii) the Offering Memorandum, (iii) the documents listed on Annex A hereto, including a term sheet substantially in the form of Annex B hereto, which constitute part of the Time of Sale Information, and (iv) any electronic road show or other written communications, in each case used in accordance with Section 4(c). Each such Issuer Written Communication, when taken together with the Time of Sale Information at the Time of Sale, did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company and the Guarantors make no representation or warranty with respect to any statements or omissions made in each such Issuer Written Communication in reliance upon and in conformity with information relating to any Initial Purchaser furnished to the Company in writing by such Initial Purchaser through the Representative expressly for use in any Issuer Written Communication, it being acknowledged and agreed that the only such written information is as set forth in Section 7(b) hereof.

(c) *[Reserved]*.

(d) *Financial Statements.* The financial statements and the related notes thereto included in each of the Time of Sale Information and the Offering Memorandum present fairly the consolidated financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods covered thereby; and the other financial information included in each of the Time of Sale Information and the Offering Memorandum has been derived from the accounting records of the Company and its subsidiaries and presents fairly the information shown thereby.

(e) *No Material Adverse Change.* Since the date of the most recent financial statements of the Company included in each of the Time of Sale Information and the Offering Memorandum, (i) there has not been any change in the capital stock (except as a result of exercises of outstanding stock options, vesting of restricted stock units and transactions pursuant to the Company's employee stock purchase plan) or increases in long-term debt (except for ordinary course borrowings under the Senior Credit Facility) of the Company or any of its subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock (other than a quarterly cash dividend of $0.24 per share on the Company's Class A Common Stock, par value $1.00 per share, declared on July 24, 2024 and to be paid on August 19, 2024), or any material adverse change, or any development involving a prospective material adverse change, in or affecting the business, properties, rights, assets, management, financial position or results of operations of the Company and its subsidiaries taken as a whole; (ii) neither the Company nor any of its subsidiaries has entered into any transaction or agreement that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole; and (iii) neither the Company nor any of its subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except in each case as otherwise disclosed in each of the Time of Sale Information and the Offering Memorandum.

(f) *Organization and Good Standing.* The Company and each of its subsidiaries have been duly organized and are validly existing and in good standing or presently subsisting, as applicable, under the laws of their respective jurisdictions of organization, are duly qualified to do business and are in good standing or presently subsisting, as applicable, in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified, in good standing or have such power or authority would not, individually or in the aggregate, have a material adverse effect on the business, properties, rights, assets, management, financial position, results of operations or prospects of the Company and its subsidiaries taken as a whole or on the performance by the Company and the Guarantors of their obligations under this Agreement, the Indenture, the Securities and the Guarantees (a "Material Adverse Effect"). The Company does not own or control, directly or indirectly, a less than 100% interest in any subsidiary of the Company, other than the subsidiaries listed in Schedule 4 to this Agreement (the "Majority-Controlled Subsidiaries").

(g) *Capitalization.* The Company has the capitalization as set forth in each of the Time of Sale Information and the Offering Memorandum under the heading "Capitalization"; and all the outstanding shares of capital stock or other equity interests of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable (except, in the case of any foreign subsidiary, for directors' qualifying shares and except as otherwise described in each of the Time of Sale Information and the Offering Memorandum) and are wholly owned directly or indirectly by the Company (except in the case of the Majority-Controlled Subsidiaries), free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party (collectively, "Liens"), except for Liens pursuant to the Senior Credit Facility or as set forth or otherwise disclosed in the Time of Sale Information and the Offering Memorandum.

(h) *Due Authorization.* The Company and each of the Guarantors have full right, power and authority to execute and deliver this Agreement, the Securities, the Security Documents (to the extent each is a party thereto), the Intercreditor Agreement (to the extent that each will execute an acknowledgment thereof), and the Indenture (including each Guarantee set forth therein) (collectively, the "Transaction Documents") and to perform their respective obligations hereunder and thereunder; and all action required to be taken by the Company and each of the Guarantors for the due and proper authorization, execution and delivery of each of the Transaction Documents to which such Person is a party and the consummation of the transactions contemplated thereby has been duly and validly taken.

(i) *The Indenture.* The Indenture has been duly authorized by the Company and each of the Guarantors and on the Closing Date will be duly executed and delivered by the Company and each of the Guarantors and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of the Company and each of the Guarantors enforceable against the Company and each of the Guarantors in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights or remedies generally or by equitable principles relating to enforceability (collectively, the "Enforceability Exceptions").

(j) *The Securities and the Guarantees.* The Securities have been duly authorized by the Company and, when duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms, subject to the Enforceability Exceptions, and will be entitled to the benefits of the Indenture; and the Guarantees have been duly authorized by each of the Guarantors and, when the Securities have been duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, will be valid and legally binding obligations of each of the Guarantors, enforceable against each of the Guarantors in accordance with their terms, subject to the Enforceability Exceptions, and will be entitled to the benefits of the Indenture.

(k) *Intercreditor Agreement.* The Intercreditor Agreement has been duly authorized by the Company and each of the U.S. Guarantors and on the Closing Date will be duly executed and delivered by the Company and each of the U.S. Guarantors and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and

legally binding agreement of the Company and each of the U.S. Guarantors enforceable against the Company and each of the U.S. Guarantors in accordance with its terms, subject to the Enforceability Exceptions.

(l) *Security Documents*. Each of the Security Documents has been duly authorized by the Company and each of the U.S. Guarantors. On the Closing Date, each of the Security Agreement and the IP Security Agreements will be duly executed and delivered by the Company and each of the U.S. Guarantors and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of the Company and each of the U.S. Guarantors enforceable against the Company and each of the U.S. Guarantors in accordance with its terms, subject to the Enforceability Exceptions. The Security Documents, when executed and delivered in connection with the sale of the Securities, will create in favor of the Collateral Agent for the benefit of itself, the Trustee and the holders of the Securities, valid and enforceable security interests in and liens on the Collateral, subject to the Enforceability Exceptions, and, upon the filing of the appropriate Uniform Commercial Code financing statements, the filing of a security agreement with the United States Patent and Trademark Office or the United States Copyright Office or delivery of pledged collateral to the Collateral Agent (or its bailee) and the taking of the other actions, in each case as further described in the Security Documents, the security interests in and liens on the rights of the Company or the applicable U.S. Guarantor in such Collateral will be perfected security interests and liens, superior to and prior to the liens of all third persons other than the liens securing the Senior Credit Facility and Permitted Liens to the extent a lien can be perfected by the filing of a UCC financing statement, the filing of a security agreement with the United States Patent and Trademark Office or the United States Copyright Office or delivery of pledged collateral to the Collateral Agent (or its bailee).

(m) *Purchase Agreement.* This Agreement has been duly authorized, executed and delivered by the Company and each of the Guarantors.

(n) *Descriptions of the Transaction Documents.* Each Transaction Document conforms in all material respects to the description thereof contained in each of the Time of Sale Information and the Offering Memorandum.

(o) *No Violation or Default.* Neither the Company nor any of its subsidiaries is (i) in violation of its charter orby-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property, right or asset of the Company or any of its subsidiaries is subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(p) *No Conflicts.* The execution, delivery and performance by the Company and each of the Guarantors of each of the Transaction Documents to which each is a party, the issuance and sale of the Securities and the issuance of the Guarantees, and compliance by the Company and each of the Guarantors with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, result in the

termination, modification or acceleration of, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of the Company or any of its subsidiaries pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property, right or asset of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter or by-laws or similar organizational documents of the Company or any of its subsidiaries or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, have a Material Adverse Effect.

(q) *No Consents Required*. No consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by the Company and each of the Guarantors of each of the Transaction Documents to which each is a party, the issuance and sale of the Securities and the issuance of the Guarantees, and compliance by the Company and each of the Guarantors with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents, except for such consents, approvals, authorizations, orders and registrations or qualifications as may be required under applicable state securities laws in connection with the purchase and resale of the Securities by the Initial Purchasers.

(r) *Legal Proceedings.* Except as described in each of the Time of Sale Information and the Offering Memorandum, there are no legal, governmental or regulatory investigations, actions, demands, claims, suits, arbitrations, inquiries or proceedings ("Actions") pending to which the Company or any of its subsidiaries is or may be a party or to which any property, right or asset of the Company or any of its subsidiaries is or may be the subject that, individually or in the aggregate, if determined adversely to the Company or any of its subsidiaries, would have a Material Adverse Effect; and to the knowledge of the Company and each of the Guarantors, no such Actions are threatened or contemplated by any governmental or regulatory authority or threatened by others.

(s) *Independent Accountants.* Ernst & Young, LLP ("EY"), who has certified certain financial statements of the Company and its subsidiaries, is an independent registered public accounting firm with respect to the Company and its subsidiaries within the applicable rules and regulations adopted by the Securities and Exchange Commission (the "Commission") and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.

(t) *Title to Real and Personal Property.* The Company and its subsidiaries have good and marketable title in fee simple to, or have valid rights to lease or otherwise use, all items of real and personal property that are material to the respective businesses of the Company and its subsidiaries, in each case free and clear of all liens, encumbrances, claims and defects and imperfections of title except those that (i) do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries or (ii) could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(u) *Intellectual Property.* Except as set forth or otherwise disclosed in the Time of Sale Information and the Offering Memorandum, (i) the Company and its subsidiaries own or have the right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, domain names and other source indicators,

copyrights and copyrightable works, know-how, trade secrets, systems, procedures, proprietary or confidential information and all other intellectual property, industrial property and proprietary rights (collectively, "Intellectual Property Rights") used in the conduct of their respective businesses, except where the failure to own or have the right to use such Intellectual Property Rights could not reasonably be expected to have a Material Adverse Effect; (ii) neither the Company nor any of its subsidiaries has received any notice of infringement, misappropriation or conflict with (and the conduct of the business of the Company and its subsidiaries does not infringe, misappropriate or conflict with) the Intellectual Property Rights of any other person, which infringement, misappropriation, or conflict would have a Material Adverse Effect; and (iii) to the knowledge of the Company and each of the Guarantors, the Intellectual Property Rights of the Company and its subsidiaries are not being infringed, misappropriated or otherwise violated by any person except for such infringement, misappropriation or other violation as could not reasonably be expected to have a Material Adverse Effect.

(v) *No Undisclosed Relationships.* No relationship, direct or indirect, exists between or among a director, executive officer or 5% shareholder of the Company or any of its subsidiaries, or any immediate family member of a director, executive officer or 5% shareholder, on the one hand, and the Company, any of its subsidiaries or other affiliates of the Company or any of its subsidiaries, on the other, that would be required to be reported by the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and that is not so described in each of the Time of Sale Information and the Offering Memorandum.

(w) *Investment Company Act.* Neither the Company nor any of the Guarantors is, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in each of the Time of Sale Information and the Offering Memorandum, none of them will be, registered or required to be registered as an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Investment Company Act").

(x) *Taxes.* The Company and its subsidiaries have filed all necessary federal, state and foreign income and franchise tax returns or have properly requested extensions thereof and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them, except (i) as currently being contested in good faith and by appropriate proceedings and with respect to which adequate reserves have been provided in accordance with generally accepted accounting principles or (ii) where the failure to make such required filings, requests for extensions or payments would not, individually or in the aggregate, have a Material Adverse Effect.

(y) *Licenses and Permits.* The Company and its subsidiaries possess all licenses, sub-licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Time of Sale Information and the Offering Memorandum, except where the failure to possess or make the same would not, individually or in the aggregate, have a Material Adverse Effect; and neither the Company nor any of its subsidiaries has received notice of any revocation or modification of any such license, sub-license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course, except where the failure to possess an unrevoked or unmodified license, sub-license, certificate, permit or authorization would not, individually or in the aggregate, have a Material Adverse Effect.

(z) *No Labor Disputes.* No labor disturbance by or dispute with employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company and each of the Guarantors, is contemplated or threatened, except as would not have a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of cancellation or termination with respect to any collective bargaining agreement to which it is a party.

(aa) *Compliance With Environmental Laws.* Except as has been disclosed by the Company in the Time of Sale Information and the Offering Memorandum, (i) the Company and its subsidiaries (x) are, and at all prior times were, in compliance with any and all applicable federal, state, local and foreign laws, rules, regulations, requirements, decisions and orders relating to the protection of human health or safety, the environment, natural resources, hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws"), (y) have received and are, and at all prior times were, in compliance with all permits, licenses, certificates or other authorizations or approvals required of them under applicable Environmental Laws to conduct their respective businesses, and (z) have not received notice of any actual or potential liability under or relating to any Environmental Laws, including for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, and have no knowledge of any event or condition that would reasonably be expected to result in any such notice, and (ii) there are no costs or liabilities associated with Environmental Laws of or relating to the Company or its subsidiaries, except in the case of each of (i) and (ii) above, for any such failure to comply, or failure to receive required permits, licenses or approvals, or notice of any actual or potential liability, or cost or liability, as would not, individually or in the aggregate, have a Material Adverse Effect; and (iii) except as described in each of the Time of Sale Information and the Offering Memorandum, (x) there are no proceedings that are pending, or that are known to be contemplated, against the Company or any of its subsidiaries under any Environmental Laws in which a governmental entity is also a party, other than such proceedings regarding which it is reasonably believed no monetary sanctions of $100,000 or more will be imposed, (y) the Company and its subsidiaries are not aware of any issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws or concerning hazardous or toxic substances or wastes, pollutants or contaminants, that could reasonably be expected to have a material effect on the capital expenditures, earnings or competitive position of the Company and its subsidiaries, and (z) none of the Company and its subsidiaries anticipates material capital expenditures relating to any Environmental Laws.

(bb) *Compliance with ERISA.* (i) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), for which the Company or any member of its "Controlled Group" (defined as any entity, whether or not incorporated, that is under common control with the Company within the meaning of Section 4001(a)(14) of ERISA or any entity that would be regarded as a single employer with the Company under Section 414(b),(c),(m) or (o) of the Internal Revenue Code of 1986, as amended (the "Code")) would have any liability, other than a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA (each, a "Plan"), has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, no Plan has failed (whether or not waived), or is reasonably expected to fail, to satisfy the minimum funding standards (within the meaning of Section 302 of ERISA or Section 412 of the Code) applicable to such Plan; (iv) no Plan is, or is reasonably expected to be, in "at risk status" (within the meaning

of Section 303(i) of ERISA); (v) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, the fair market value of the assets of each such Plan exceeds the present value of all benefits accrued under such Plan as of the end of the most recent plan year for which Plan financial statements are available (determined based on those assumptions used to fund such Plan); (vi) no "reportable event" (within the meaning of Section 4043(c) of ERISA or the regulations promulgated thereunder) has occurred or is reasonably expected to occur; (vii) each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified, and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification; (viii) neither the Company nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation, in the ordinary course and without default) in respect of a Plan or a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA; (ix) none of the following events has occurred or is reasonably likely to occur: (A) an increase in the aggregate amount of contributions required to be made to any Plan by the Company or a Controlled Group member in the current fiscal year of the Company or such Controlled Group member compared to the amount of such contributions made in the Company's and such Controlled Group member's most recently completed fiscal year; or (B) an increase in the Company and its subsidiaries' "accumulated post-retirement benefit obligations" (within the meaning of Accounting Standards Codification Topic 715-60) compared to the amount of such obligations in the Company and its subsidiaries' most recently completed fiscal year; and (x) with respect to each multiemployer plan within the meaning of Section 4001(a)(3) of ERISA, with respect to which the Company or a Controlled Group member has an obligation to make contributions for the benefit of any active, retired or former employee of the Company or any direct or indirect subsidiary of the Company (each a "Multiemployer Plan"), (A) neither the Company nor any Controlled Group member has withdrawn, partially withdrawn, or received any notice of any claim or demand for withdrawal liability or partial withdrawal liability, (B) neither the Company nor any Controlled Group member has received any notice that such Multiemployer Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of any excise tax, or that any such plan is or may become insolvent, (C) neither the Company nor any Controlled Group member has failed to make any required contributions, and (D) no such Multiemployer Plan is in "endangered status" or "critical status" (within the meaning of Sections 432 of the Code or Section 305 of ERISA), except in each case with respect to the events or conditions set forth in (i) through (x) hereof, as would not, individually or in the aggregate, have a Material Adverse Effect.

(cc) *Disclosure Controls.* The Company and its subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(dd) *Accounting Controls.* The Company and its subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons

performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. The Company and its subsidiaries maintain internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) interactive data in eXtensible Business Reporting Language included in the Company's reports under the Exchange Act fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto. There are no material weaknesses or significant deficiencies in the Company's internal controls.

(ee) *Insurance.* The Company and its subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as are adequate to protect the Company and its subsidiaries and their respective businesses; and neither the Company nor any of its subsidiaries has (i) received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business.

(ff) *No Unlawful Payments.* Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company and each of the Guarantors, any director, officer or employee of the Company or any of its subsidiaries nor any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiaries have instituted, maintain and enforce, and will continue to maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(gg) *Compliance with Anti-Money Laundering Laws.* The operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or

guidelines, issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company or any of the Guarantors, threatened.

(hh) *No Conflicts with Sanctions Laws.* Neither the Company nor any of its subsidiaries, directors, officers or employees, nor, to the knowledge of the Company or any of the Guarantors, any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("UNSC"), the European Union, His Majesty's Treasury ("HMT"), or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company, any of its subsidiaries or any of the Guarantors located, organized or resident in a country or territory that is the subject or target of comprehensive Sanctions, it being acknowledged that, as of the date of this Agreement, such countries or territories include the Crimea, the non-government controlled areas of the Zaporizhzhia and Kherson Regions of Ukraine, the so-called Donetsk People's Republic of Ukraine, the so-called Luhansk People's Republic of Ukraine, Cuba, Iran, North Korea and Syria (each, a "Sanctioned Country"); and the Company will not directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) to fund or facilitate any activities of or business with any person or entity that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person or entity (including any person or entity participating in the transaction, whether as underwriter, initial purchaser, advisor, investor or otherwise) of Sanctions. Since April 24, 2019, except as authorized under the relevant Sanctions, the Company and its subsidiaries have not to their knowledge engaged in, are not now knowingly engaged in and will not engage in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(ii) *Solvency.* On and immediately after the Closing Date, the Company and each Guarantor (after giving effect to the issuance and sale of the Securities, the issuance of the Guarantees and the other transactions related thereto as described in each of the Time of Sale Information and the Offering Memorandum) will be Solvent. As used in this paragraph, the term "Solvent" means, with respect to a particular date and entity, that on such date (i) the fair value (and present fair saleable value) of the assets of such entity is not less than the total amount required to pay the probable liability of such entity on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured; (ii) such entity is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business; (iii) assuming consummation of the issuance and sale of the Securities and the issuance of the Guarantees as contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum, such entity does not have, intend to incur or believe that it will incur debts or liabilities beyond its ability to pay as such debts and liabilities mature; (iv) such entity is not engaged in any business or transaction, and does not propose to engage in any business or transaction, for which its property would constitute unreasonably small capital; (v) such entity is not a defendant in any civil action that would result in a judgment that such entity is or would become unable to satisfy;

and (vi) with respect to the Guarantor organized, incorporated or formed in the Federal State of Germany (the "German Subsidiary Guarantor"), (A) such German Subsidiary Guarantor is not otherwise in a situation to file for insolvency because of any of the reasons set out in Sections 17 to 19 of the German Insolvency Code and (B) no petition for insolvency proceedings in respect of its assets (*Antrag auf Eröffnung eines Insolvenzverfahrens*) has been filed based on Sections 17 to 19 of the German Insolvency Code (*Insolvenzordnung*).

(jj) *No Restrictions on Subsidiaries.* No subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock or similar ownership interest, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's properties or assets to the Company or any other subsidiary of the Company.

(kk) *No Broker's Fees.* Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or any Initial Purchaser for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Securities.

(ll) *Rule 144A Eligibility.* On the Closing Date, the Securities will not be of the same class as securities listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in an automated inter-dealer quotation system; and each of the Preliminary Offering Memorandum and the Offering Memorandum, as of its respective date, contains or will contain all the information that, if requested by a prospective purchaser of the Securities, would be required to be provided to such prospective purchaser pursuant to Rule 144A(d)(4) under the Securities Act.

(mm) *No Integration.* Neither the Company nor any of its affiliates (as defined in Rule 501(b) of Regulation D) has, directly or through any agent (other than the Initial Purchasers, as to which no representation is made), sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act), that is or will be integrated with the sale of the Securities in a manner that would require registration of the Securities under the Securities Act.

(nn) *No General Solicitation or Directed Selling Efforts.* None of the Company or any of its affiliates or any other person acting on its or their behalf (other than the Initial Purchasers, as to which no representation is made) has (i) solicited offers for, or offered or sold, the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) engaged in any directed selling efforts within the meaning of Regulation S under the Securities Act ("Regulation S"), and all such persons have complied with the offering restrictions requirement of Regulation S.

(oo) *Securities Law Exemptions.* Assuming the accuracy of the representations and warranties of the Initial Purchasers contained in Section 1(b) (including Annex C hereto) and their compliance with their agreements set forth therein, it is not necessary, in connection with the issuance and sale of the Securities to the Initial Purchasers and the offer, resale and delivery of the Securities by the Initial Purchasers in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum, to register the Securities under the Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939, as amended.

(pp) *No Stabilization.* Neither the Company nor any of the Guarantors has taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(qq) *Margin Rules*. Neither the issuance, sale and delivery of the Securities nor the application of the proceeds thereof by the Company as described in each of the Time of Sale Information and the Offering Memorandum will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(rr) *Statistical and Market Data*. Nothing has come to the attention of the Company or any Guarantor that has caused the Company or such Guarantor to believe that the industry statistical and market-related data included in each of the Time of Sale Information and the Offering Memorandum is not based on or derived from sources that are reliable and accurate in all material respects.

(ss) *Sarbanes-Oxley Act.* There is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(tt) *Cybersecurity; Data Protection.* The Company and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, free and clear, to the knowledge of the Company and the Guarantors, of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants, other than bugs, errors, or defects which may arise in the ordinary course of software development and which are remediated upon discovery. The Company and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("Personal Data")) used in connection with their businesses, and except as would not, individually or in the aggregate, have a Material Adverse Effect, there have been no (i) breaches, violations, outages or unauthorized uses of or accesses to same or (ii) incidents under internal review or investigations relating to the same. The Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification, except as would not, individually or in the aggregate, have a Material Adverse Effect. The Company and its subsidiaries have implemented backup and disaster recovery technology reasonably consistent with industry standards and practices.

4. Further Agreements of the Company and the Guarantors. The Company and the Guarantors jointly and severally covenant and agree with each Initial Purchaser that:

(a) *Delivery of Copies.* The Company will deliver, without charge, to the Initial Purchasers as many copies of the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication and the Offering Memorandum (including all amendments and supplements thereto) as the Representative may reasonably request.

(b) *Offering Memorandum, Amendments or Supplements.* Before finalizing the Offering Memorandum or making or distributing any amendment or supplement to any of the Time of Sale Information or the Offering Memorandum, the Company will furnish to the Representative and counsel for the Initial Purchasers a copy of the proposed Offering Memorandum or such amendment or supplement for review, and will not distribute any such proposed Offering Memorandum, amendment or supplement to which the Representative reasonably objects.

(c) *Additional Written Communications.* Before making, preparing, using, authorizing, approving or referring to any Issuer Written Communication, the Company and the Guarantors will furnish to the Representative and counsel for the Initial Purchasers a copy of such written communication for review and will not make, prepare, use, authorize, approve or refer to any such written communication to which the Representative reasonably objects.

(d) *Notice to the Representative.* The Company will advise the Representative promptly, and confirm such advice in writing, (i) of the issuance by any governmental or regulatory authority of any order preventing or suspending the use of any of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum or the initiation or threatening of any proceeding for that purpose; (ii) of the occurrence of any event at any time prior to the completion of the initial offering of the Securities by the Initial Purchasers as a result of which any of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when such Time of Sale Information, Issuer Written Communication or the Offering Memorandum is delivered to a purchaser, not misleading; and (iii) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Securities for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Company will use its reasonable best efforts to prevent the issuance of any such order preventing or suspending the use of any of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum or suspending any such qualification of the Securities and, if any such order is issued, will obtain as soon as possible the withdrawal thereof.

(e) *Time of Sale Information.* If at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which any of the Time of Sale Information as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) it is necessary to amend or supplement the Time of Sale Information to comply with law, the Company will immediately notify the Initial Purchasers thereof and forthwith prepare and, subject to paragraph (b) above, furnish to the Initial Purchasers such amendments or supplements to the Time of Sale Information as may be necessary so that the statements in any of the Time of Sale Information as so amended or supplemented will not, in the light of the circumstances under which they were made, be misleading or so that any of the Time of Sale Information will comply with law.

(f) *Ongoing Compliance.* If at any time prior to the completion of the initial offering of the Securities (i) any event shall occur or condition shall exist as a result of which the Offering Memorandum as then amended or supplemented would include any untrue statement of

a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Offering Memorandum is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Offering Memorandum to comply with law, the Company will immediately notify the Initial Purchasers thereof and forthwith prepare and, subject to paragraph (b) above, furnish to the Initial Purchasers such amendments or supplements to the Offering Memorandum as may be necessary so that the statements in the Offering Memorandum as so amended or supplemented will not, in the light of the circumstances existing when the Offering Memorandum is delivered to a purchaser, be misleading or so that the Offering Memorandum will comply with law.

(g) *Blue Sky Compliance.* The Company will qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representative shall reasonably request unless the Securities are then exempt from qualification under such Blue Sky laws pursuant to Section 18(a)(1)(A) and Section 18(b)(1)(C) of the Securities Act, and will continue such qualifications in effect so long as required for the offering and resale of the Securities; provided that neither the Company nor any of the Guarantors shall be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(h) *Clear Market.* During the period from the date hereof through and including the date that is 60 days after the date hereof, the Company and each of the Guarantors will not, without the prior written consent of the Representative, offer, sell, contract to sell or otherwise dispose of any debt securities issued or guaranteed by the Company or any of the Guarantors and having a tenor of more than one year.

(i) *Use of Proceeds.* The Company will apply the net proceeds from the sale of the Securities as described in each of the Time of Sale Information and the Offering Memorandum under the heading "Use of proceeds."

(j) *Supplying Information.* While the Securities remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company and each of the Guarantors will, during any period in which the Company is not subject to and in compliance with Section 13 or 15(d) of the Exchange Act, furnish to holders of the Securities and prospective purchasers of the Securities designated by such holders, upon the request of such holders or such prospective purchasers, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(k) *DTC.* The Company will use reasonable efforts to assist the Initial Purchasers in arranging for the Securities to be eligible for clearance and settlement through DTC.

(l) *No Resales by the Company.* For a period of one year following the Closing, the Company will not, and will not permit any of its affiliates (as defined in Rule 144 under the Securities Act) to, resell any of the Securities that have been acquired by any of them, except for Securities purchased by the Company or any of its affiliates and resold in a transaction registered under the Securities Act.

(m) *No Integration.* Neither the Company nor any of its affiliates (as defined in Rule 501(b) of Regulation D) will, directly or through any agent, sell, offer for sale, solicit offers to buy or otherwise negotiate in respect of, any security (as defined in the Securities Act), that is or will be integrated with the sale of the Securities in a manner that would require registration of the Securities under the Securities Act.

(n) *No General Solicitation or Directed Selling Efforts.* None of the Company or any of its affiliates or any other person acting on its or their behalf (other than the Initial Purchasers, as to which no covenant is given) will (i) solicit offers for, or offer or sell, the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) engage in any directed selling efforts within the meaning of Regulation S, and all such persons will comply with the offering restrictions requirement of Regulation S.

(o) *No Stabilization.* Neither the Company nor any of the Guarantors will take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

5. Certain Agreements of the Initial Purchasers. Each Initial Purchaser hereby represents and agrees that it has not and will not use, authorize use of, refer to, or participate in the planning for use of, any written communication that constitutes an offer to sell or the solicitation of an offer to buy the Securities other than (i) the Preliminary Offering Memorandum and the Offering Memorandum, (ii) any written communication that contains either (a) no "issuer information" (as defined in Rule 433(h)(2) under the Securities Act) or (b) "issuer information" that was included (including through incorporation by reference) in the Time of Sale Information or the Offering Memorandum, (iii) any written communication listed on Annex A or prepared pursuant to Section 4(c) (including any electronic road show) above, (iv) any written communication prepared by such Initial Purchaser and approved by the Company and the Representative in advance in writing or (v) any written communication relating to or that contains the preliminary or final terms of the Securities and the Guarantees and their offering and/or other information that was included (including through incorporation by reference) in the Time of Sale Information or the Offering Memorandum.

6. Conditions of Initial Purchasers' Obligations. The obligation of each Initial Purchaser to purchase Securities on the Closing Date as provided herein is subject to the performance by the Company and each of the Guarantors of their respective covenants and other obligations hereunder and to the following additional conditions:

(a) *Representations and Warranties.* The representations and warranties of the Company and the Guarantors contained herein shall be true and correct on the date hereof and on and as of the Closing Date; and the statements of the Company, the Guarantors and their respective officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date.

(b) *No Downgrade.* Subsequent to the earlier of (A) the Time of Sale and (B) the execution and delivery of this Agreement, (i) no downgrading shall have occurred in the rating accorded the Securities or any other debt securities or preferred stock issued or guaranteed by the Company by any "nationally recognized statistical rating organization," as such term is defined under Section 3(a)(62) under the Exchange Act and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, its rating of the Securities or of any other debt securities or preferred stock issued or guaranteed by the Company (other than an announcement with positive implications of a possible upgrading).

(c) *No Material Adverse Change.* No event or condition of a type described in Section 3(e) hereof shall have occurred or shall exist, which event or condition is not described in each of the Time of Sale Information (excluding any amendment or supplement thereto) and the Offering Memorandum (excluding any amendment or supplement thereto) the effect of which in the judgment of the Representative makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum.

(d) *Officer's Certificate.* The Representative shall have received on and as of the Closing Date a certificate of an executive officer of the Company and an executive officer or director, as applicable, of each Guarantor, in each case who has specific knowledge of the Company's or such Guarantor's financial matters and is satisfactory to the Representative (i) confirming that such officer has carefully reviewed the Time of Sale Information and the Offering Memorandum and, to the knowledge of such officer, the representations set forth in Sections 3(a) and 3(b) hereof are true and correct, (ii) confirming that the other representations and warranties of the Company and the Guarantors in this Agreement are true and correct and that the Company and the Guarantors have complied with all agreements and satisfied all conditions on their part to be performed or satisfied hereunder at or prior to the Closing Date and (iii) to the effect set forth in paragraphs (b) and (c) above.

(e) *Comfort Letters.* On the date of this Agreement and on the Closing Date, EY shall have furnished to the Representative, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Initial Purchasers, in form and substance reasonably satisfactory to the Representative, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in each of the Time of Sale Information and the Offering Memorandum; provided that each letter delivered shall use a "cut-off" date no more than three business days prior to the date of delivery of such letter.

(f) *Opinion and 10b-5 Statement of Counsel for the Company.* On the Closing Date, K&L Gates LLP, counsel for the Company the Guarantors, shall have furnished to the Representative, at the request of the Company, its written opinion and 10b-5 statement, dated the Closing Date and addressed to the Initial Purchasers, in form and substance reasonably satisfactory to the Representative.

(g) *Opinions of Local Counsels*. On the Closing Date, each of (i) Dentons Bingham Greenebaum LLP, Indiana counsel for Aurora Casket Company, LLC, (ii) K&L Gates LLP, UK counsel for Schawk UK Limited and (iii) K&L Gates LLP, German counsel for Matthews Europe GmBH, shall have furnished to the Representative, at the request of the Company, its written opinion, dated the Closing Date and addressed to the Initial Purchasers, in form and substance reasonably satisfactory to the Representative.

(h) *Opinion and 10b-5 Statement of Counsel for the Initial Purchasers.* The Representative shall have received on and as of the Closing Date an opinion and 10b-5 statement, addressed to the Initial Purchasers, of Cahill Gordon & Reindel LLP, counsel for the Initial Purchasers, with respect to such matters as the Representative may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(i) *No Legal Impediment to Issuance.* No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Securities or the issuance of the Guarantees; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Securities or the issuance of the Guarantees.

(j) *Good Standing.* The Representative shall have received on and as of the Closing Date satisfactory evidence of the good standing (or similar concept, as applicable) of the Company and the Guarantors other than the Foreign Guarantors in their respective jurisdictions of organization, in each case in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions (to the extent the "good standing" concept or similar such concept exists in such jurisdiction).

(k) *DTC.* The Securities shall be eligible for clearance and settlement through DTC.

(l) *Indenture and Securities*. The Indenture shall have been duly executed and delivered by a duly authorized officer of the Company, each of the Guarantors and the Trustee, and the Securities shall have been duly executed and delivered by a duly authorized officer of the Company and duly authenticated by the Trustee.

(m) *Security Documents and Intercreditor Agreement.* The Company and the U.S. Guarantors shall have executed and delivered the Security Agreement, the Intercreditor Agreement and a perfection certificate dated as of the Closing Date (the "Perfection Certificate"), in each case, in form and substance reasonably satisfactory to the Representative. Except as otherwise provided for in the Security Agreement, the Intercreditor Agreement, the Indenture or the other documents entered into pursuant to the Transaction, the Representative and the Collateral Agent shall have received each of the Security Documents, in form and substance reasonably satisfactory to the Representative, and all other certificates, agreements or instruments necessary to perfect the Collateral Agent's security interest in all of the Collateral and each such document shall be in full force and effect and evidence that all of the liens on the Collateral other than Permitted Liens have been released. The Representative shall also have received (i) certified copies of Uniform Commercial Code, tax and judgment lien searches or equivalent reports or searches, and a copy of searches at the United States Patent and Trademark Office, each of a recent date, listing all effective financing statements, lien notices or comparable documents that name the Company or any U.S. Guarantor as debtor and that are required by the Perfection Certificate or that the Representative deems necessary or appropriate, none of which encumber the Collateral covered or intended to be covered by the Security Documents (other than Permitted Liens) and (ii) acceptable evidence of payment or arrangements for payment by the Company and the U.S. Guarantors of all applicable recording taxes, fees, charges, costs and expenses required for the recording of the Security Documents.

(n) *Additional Documents.* On or prior to the Closing Date, the Company and the Guarantors shall have furnished to the Representative such further certificates and documents as the Representative may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Initial Purchasers.

7. Indemnification and Contribution.

(a) *Indemnification of the Initial Purchasers.* The Company and each of the Guarantors jointly and severally agree to indemnify and hold harmless each Initial Purchaser, its affiliates, directors and officers and each person, if any, who controls such Initial Purchaser within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Offering Memorandum, any of the other Time of Sale Information, any Issuer Written Communication or the Offering Memorandum (or any amendment or supplement thereto) or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Initial Purchaser furnished to the Company in writing by such Initial Purchaser through the Representative expressly for use therein, it being acknowledged and agreed that the only such written information is as set forth in Section 7(b) hereof; provided, however, that the German Subsidiary Guarantor will not be liable hereunder to the extent that a payment by the German Subsidiary Guarantor for any such loss, claim, damage or liability would reasonably likely cause any personal criminal or civil liability (including without limitation according to Sections 30, 43 of the German Limited Liability Companies Act (*GmbHG*)) of the managing directors of the German Subsidiary Guarantor.

(b) *Indemnification of the Company and the Guarantors.* Each Initial Purchaser agrees, severally and not jointly, to indemnify and hold harmless the Company, each of the Guarantors, each of their respective directors and officers and each person, if any, who controls the Company or any of the Guarantors within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Initial Purchaser furnished to the Company in writing by such Initial Purchaser through the Representative expressly for use in the Preliminary Offering Memorandum, any of the other Time of Sale Information, any Issuer Written Communication or the Offering Memorandum (or any amendment or supplement thereto), it being understood and agreed that the only such information consists of the following information in the Preliminary Offering Memorandum and the Offering Memorandum under the heading "Plan of Distribution": the first and second sentence of the fourth paragraph, the second and third sentence of the eighth paragraph and, the ninth paragraph.

(c) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b) above, such person (the "Indemnified Person") shall promptly notify the person against whom such indemnification may be sought (the "Indemnifying Person") in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a) or (b) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be

counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 7 that the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such proceeding and shall pay the reasonable fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such reasonable fees and expenses shall be reimbursed as they are incurred. Any such separate firm for any Initial Purchaser, its affiliates, directors and officers and any control persons of such Initial Purchaser shall be designated in writing Truist Securities, Inc. any such separate firm for the Company, the Guarantors, their respective directors and officers and any control persons of the Company and the Guarantors shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by the Indemnifying Person of such request and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) *Contribution.* If the indemnification provided for in paragraph (a) or (b) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors on the one hand and the Initial Purchasers on the other from the offering of the Securities or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company and the Guarantors on the one hand and the Initial Purchasers on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantors on the one hand and the Initial Purchasers on the other shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company from the sale of the Securities and the total discounts and

commissions received by the Initial Purchasers in connection therewith, as provided in this Agreement, bear to the aggregate offering price of the Securities. The relative fault of the Company and the Guarantors on the one hand and the Initial Purchasers on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or any Guarantor or by the Initial Purchasers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) *Limitation on Liability.* The Company, the Guarantors and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 7, in no event shall an Initial Purchaser be required to contribute any amount in excess of the amount by which the total discounts and commissions received by such Initial Purchaser with respect to the offering of the Securities exceeds the amount of any damages that such Initial Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers' obligations to contribute pursuant to this Section 7 are several in proportion to their respective purchase obligations hereunder and not joint.

(f) *Non-Exclusive Remedies.* The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

8. Effectiveness of Agreement. This Agreement shall become effective as of the date first written above.

9. Termination. This Agreement may be terminated in the absolute discretion of the Representative, by notice to the Company, if after the execution and delivery of this Agreement and on or prior to the Closing Date (i) trading generally shall have been suspended or materially limited on the New York Stock Exchange or the over-the-counter market; (ii) trading of any securities issued or guaranteed by the Company or any of the Guarantors shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of the Representative, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum.

10. Defaulting Initial Purchaser.

(a) If, on the Closing Date, any Initial Purchaser defaults on its obligation to purchase the Securities that it has agreed to purchase hereunder, the non-defaulting Initial Purchasers may in their discretion arrange for the purchase of such Securities by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Initial Purchaser, the non-defaulting Initial Purchasers do not arrange for the purchase of such Securities, then the Company

shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Initial Purchasers to purchase such Securities on such terms. If other persons become obligated or agree to purchase the Securities of a defaulting Initial Purchaser, either the non-defaulting Initial Purchasers or the Company may postpone the Closing Date for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Initial Purchasers may be necessary in the Time of Sale Information, the Offering Memorandum or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Time of Sale Information or the Offering Memorandum that effects any such changes. As used in this Agreement, the term "Initial Purchaser" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 10, purchases Securities that a defaulting Initial Purchaser agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Initial Purchaser or Initial Purchasers by the non-defaulting Initial Purchasers and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased does not exceed 10% of the aggregate principal amount of all the Securities, then the Company shall have the right to require each non-defaulting Initial Purchaser to purchase the principal amount of Securities that such Initial Purchaser agreed to purchase hereunder plus such Initial Purchaser's pro rata share (based on the principal amount of Securities that such Initial Purchaser agreed to purchase hereunder) of the Securities of such defaulting Initial Purchaser or Initial Purchasers for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Initial Purchaser or Initial Purchasers by the non-defaulting Initial Purchasers and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased exceeds 10% of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in paragraph (b) above, then this Agreement shall terminate without liability on the part of the non-defaulting Initial Purchasers. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of the Company or the Guarantors, except that the Company and each of the Guarantors will continue to be liable for the payment of expenses as set forth in Section 11 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Initial Purchaser of any liability it may have to the Company, the Guarantors or any non-defaulting Initial Purchaser for damages caused by its default.

11. Payment of Expenses.

(a) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company and each of the Guarantors jointly and severally agree to pay or cause to be paid all costs and expenses incident to the performance of their respective obligations hereunder, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities and any taxes payable in that connection; (ii) the costs incident to the preparation and printing of the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication and the Offering Memorandum (including any amendment or supplement thereto) and the distribution thereof (including any form of electronic distribution); (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the fees and expenses of the Company's and the Guarantors' counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the laws of such jurisdictions as the Representative may

designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related reasonable fees and expenses of counsel for the Initial Purchasers); (vi) the fees and expenses incurred with respect to creating, documenting and perfecting the security interests in the Collateral as contemplated by the Security Documents (including the related fees and expenses of counsel to the Initial Purchasers for all periods prior to and after the Closing Date); (vii) any fees charged by rating agencies for rating the Securities; (viii) the fees and expenses of the Trustee and any paying agent (including related fees and expenses of any counsel to such parties); (ix) all expenses and application fees incurred in connection with the approval of the Securities for book-entry transfer by DTC; and (x) all expenses incurred by the Company in connection with any "road show" presentation to potential investors (it being understood that the Initial Purchasers, collectively, shall bear one-half of the costs associated with any chartered aircraft).

(b) If (i) this Agreement is terminated pursuant to Section 9, (ii) the Company for any reason fails to tender the Securities for delivery to the Initial Purchasers or (iii) the Initial Purchasers decline to purchase the Securities for any reason permitted under this Agreement, the Company and each of the Guarantors jointly and severally agree to reimburse the Initial Purchasers for all out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Initial Purchasers in connection with this Agreement and the offering contemplated hereby.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to herein, and the affiliates of each Initial Purchaser referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Securities from any Initial Purchaser shall be deemed to be a successor merely by reason of such purchase.

13. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company, the Guarantors and the Initial Purchasers contained in this Agreement or made by or on behalf of the Company, the Guarantors or the Initial Purchasers pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company, the Guarantors or the Initial Purchasers.

14. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act; (d) the term "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder; and (e) the term "written communication" has the meaning set forth in Rule 405 under the Securities Act.

15. Compliance with USA PATRIOT Act. In accordance with the requirements of the USA PATRIOT Act (Title III of Pub. L.107-56 (signed into law October 26, 2001)), the Initial Purchasers are required to obtain, verify and record information that identifies their respective clients, including the Company and the Guarantors, which information may include the name and address of their respective clients, as well as other information that will allow the Initial Purchasers to properly identify their respective clients.

16. Miscellaneous.

(a) *Authority of the Representative.* Any action by the Initial Purchasers hereunder may be taken by Truist Securities, Inc. on behalf of the Initial Purchasers, and any such action taken by Truist Securities, Inc. shall be binding upon the Initial Purchasers.

(b) *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Initial Purchasers shall be given to the Representative c/o Truist Securities, Inc., Truist Securities, Inc. 3333 Peachtree Road NE, 11th Floor, Atlanta, GA 30326; Attention: High Yield Syndicate; with a copy, which shall not constitute notice, to Cahill Gordon & Reindel LLP, 32 Old Slip, New York, New York 10005, Attention: Ted Lacey, Esq. and Mark Loftus Esq. Notices to the Company and the Guarantors shall be given to them at Matthews International Corporation, Two NorthShore Center, Pittsburgh, Pennsylvania 15212, Attention: Brian D. Walters, Executive Vice President and General Counsel; with a copy, which shall not constitute notice, to K&L Gates LLP, K&L Gates Center, 210 Sixth Avenue, Pittsburgh, Pennsylvania, 15222, Attention: Ronald T. Aulbach and Michelle R. McCreery.

(c) *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(d) *Submission to Jurisdiction; Service of Process.* The Company and each of the Guarantors hereby submit to the exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and each of the Guarantors waive any objection which it may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. Each of the Company and each of the Guarantors agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and each Guarantor, as applicable, and may be enforced in any court to the jurisdiction of which Company and each Guarantor, as applicable, is subject by a suit upon such judgment. Each of the Foreign Guarantors irrevocably appoints the Company as its authorized agent in the Borough of Manhattan in The City of New York upon which process may be served in any such suit or proceeding, and agrees that service of process upon such authorized agent, and written notice of such service to such Foreign Guarantor, as the case may be, by the person serving the same to the address provided in this Section 16, shall be deemed in every respect effective service of process upon such Foreign Guarantor in any such suit or proceeding. Each Foreign Guarantor hereby represents and warrants that such authorized agent has accepted such appointment and has agreed to act as such authorized agent for service of process.

(e) *Waiver of Jury Trial.* Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

(f) *Recognition of the U.S. Special Resolution Regimes.*

(i) In the event that any Initial Purchaser that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Initial Purchaser of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(ii) In the event that any Initial Purchaser that is a Covered Entity or a BHC Act Affiliate of such Initial Purchaser becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Initial Purchaser are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

As used in this Section 16(f):

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

(g) *Counterparts.* This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. The words "execution," "signed," "signature," "delivery" and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

(h) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(i) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

[signatures pages follow]

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

MATTHEWS INTERNATIONAL CORPORATION

By: /s/ Brian D. Walters
Name: Brian D. Walters
Title: Executive Vice President and General Counsel

MILSO INDUSTRIES CORPORATION

By: /s/ Brian D. Walters
Name: Brian D. Walters
Title: Secretary

THE YORK GROUP, INC.

By: /s/ Brian D. Walters
Name: Brian D. Walters
Title: Secretary

IDL WORLDWIDE, INC.

By: /s/ Brian D. Walters
Name: Brian D. Walters
Title: Secretary

SCHAWK HOLDINGS INC.

By: /s/ Brian D. Walters
Name: Brian D. Walters
Title: Secretary

SCHAWK WORLDWIDE HOLDINGS

By: /s/ Brian D. Walters
Name: Brian D. Walters
Title: Secretary

SCHAWK USA INC.

By: /s/ Brian D. Walters
Name: Brian D. Walters
Title: Secretary

MATTHEWS AURORA, LLC

By: /s/ Brian D. Walters
Name: Brian D. Walters
Title: Secretary

AURORA CASKET COMPANY, LLC

By: /s/ Brian D. Walters
Name: Brian D. Walters
Title: Secretary

MATTHEWS EUROPE GMBH

By: /s/ Gregory S. Babe
Name: Gregory S. Babe
Title: Managing Director

SCHAWK UK LIMITED

By: /s/ Brian D. Walters
Name: Brian D. Walters
Title: Secretary

SGK LLC

By: /s/ Steven F. Nicola
Name: Steven F. Nicola
Title: Vice President and Assistant Secretary

[*Signature Page to Purchase Agreement*]

Accepted: As of the date first written above

TRUIST SECURITIES, INC.

By: /s/ Luke Ottinger
Authorized Signatory

For itself and on behalf of the
several Initial Purchasers listed
in Schedule 1 hereto

Initial Purchaser	Aggregate Principal Amount
Truist Securities, Inc.	$100,900,000.00
BofA Securities, Inc.	$ 24,000,000.00
Citizens JMP Securities, LLC	$ 24,000,000.00
J.P. Morgan Securities LLC	$ 24,000,000.00
PNC Capital Markets LLC	$ 24,000,000.00
TD Securities (USA) LLC	$ 24,000,000.00
Wells Fargo Securities, LLC	$ 24,000,000.00
Oppenheimer & Co. Inc.	$ 17,500,000.00
Citigroup Global Markets Inc.	$ 8,300,000.00
M&T Securities, Inc.	$ 8,300,000.00
B. Riley Securities, Inc.	$ 7,500,000.00
CJS Securities, Inc.	$ 7,500,000.00
HSBC Securities (USA) Inc.	$ 3,000,000.00
WauBank Securities LLC	$ 3,000,000.00
Total	$ 300,000,000

U.S. Guarantors

Milso Industries Corporation
The York Group, Inc.
IDL Worldwide, Inc.
Schawk Holdings Inc.
Schawk Worldwide Holdings Inc.
Schawk USA Inc.
Matthews Aurora, LLC
Aurora Casket Company, LLC
SGK LLC

Foreign Guarantors

Matthews Europe GmbH
Schawk UK Limited

Majority-Controlled Subsidiaries

1. Reproflex Vietnam Limited Company
2. Kenuohua Matthews Electronic (Beijing) Company, Ltd.
3. Kenuohua Matthews Marking Products (Tianjin) Co., Ltd.

Additional Time of Sale Information

Term sheet containing the terms of the Securities, substantially in the form of Annex B.

Pricing Term Sheet, dated September 23, 2024
to Preliminary Offering Memorandum dated September 23, 2024
Strictly Confidential

MATTHEWS INTERNATIONAL CORPORATION

This pricing term sheet is qualified in its entirety by reference to the preliminary offering memorandum dated September 23, 2024 (the "Preliminary Offering Memorandum") of Matthews International Corporation. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Preliminary Offering Memorandum. The information in this pricing term sheet supplements the Preliminary Offering Memorandum and updates and supersedes the information in the Preliminary Offering Memorandum to the extent inconsistent with the information in the Preliminary Offering Memorandum.

The notes have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act") or the securities laws of any other jurisdiction, and may not be offered, sold or otherwise transferred absent registration or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or any other applicable securities laws. Accordingly, the notes are being offered and sold only to (1) persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A under the Securities Act and (2) to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act.

Issuer:	Matthews International Corporation
Security:	8.625% Senior Secured Second Lien Notes due 2027
Principal Amount:	$300,000,000
Maturity:	October 1, 2027
Coupon:	8.625%
Issue price:	100.000%, plus accrued interest, if any, from September 27, 2024
Gross proceeds:	$300,000,000
Yield to maturity:	8.625%
Interest payment dates:	April 1 and October 1, commencing April 1, 2025
Record dates:	March 15 and September 15
Equity clawback:	Up to 40% at 108.625% prior to October 1, 2025

Optional redemption:	Make-whole call @ T+50 bps prior to October 1, 2025 On and after October 1, 2025, in whole or in part, at the redemption prices (expressed as a percentage of principal amount of the notes to be redeemed) set forth below, plus accrued and unpaid interest on the notes, if any, to, but not including, the applicable date of redemption, if redeemed during the twelve-month period beginning on October 1 of each of the years indicated below: **Year:** **Price:** 2025 104.313% 2026 and thereafter 100.000%
Change of control:	Putable at 101% of principal, plus accrued and unpaid interest to, but not including, the date of purchase
Trade date:	September 23, 2024
Settlement:	September 27, 2024 (T+4) It is expected that delivery of the notes will be made against payment therefor on or about September 27, 2024, which is the fourth business day following the date hereof (this settlement cycle being referred to as "T+4"). Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in one business day, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes prior to the date that is one business day prior to the settlement date will be required, by virtue of the fact that the notes will not initially settle in T+1, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement and should consult their own advisors.
Joint book-running managers:	Truist Securities, Inc. BofA Securities, Inc. Citizens JMP Securities, LLC J.P. Morgan Securities LLC PNC Capital Markets LLC TD Securities (USA) LLC Wells Fargo Securities, LLC
Lead manager:	Oppenheimer & Co. Inc.
Co-managers:	Citigroup Global Markets Inc. M&T Securities, Inc. B. Riley Securities, Inc. CJS Securities, Inc. HSBC Securities (USA) Inc. WauBank Securities LLC

Ratings*:	B3 (Moody's) / B+ (S&P) / BB- Fitch	
CUSIP and ISIN numbers:	144A Notes CUSIP: 577128AC5 ISIN: US577128AC59	Reg S Notes CUSIP: U57624 AB1 ISIN: USU57624AB14
Denominations / multiple:	$2,000 x $1,000	
Distribution:	Rule 144A / Regulation S, without registration rights	

This material is confidential and is for your information only and is not intended to be used by anyone other than you. This information does not purport to be a complete description of the notes or the offering. Please refer to the Preliminary Offering Memorandum for a complete description.

This communication shall not constitute an offer to sell or a solicitation of an offer to buy the notes, nor shall there be any sale of the notes in any state or jurisdiction in which such offer, solicitation or sale would be unlawful. The notes are being offered and sold only to (1) persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A under the Securities Act and (2) to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act. The notes have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction, and may not be offered, sold or otherwise transferred absent registration or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or any other applicable securities laws.

*A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

Any disclaimer or other notice that may appear below is not applicable to this communication and should be disregarded. Such disclaimer or notice was automatically generated as a result of this communication being sent by Bloomberg or another email system.

Restrictions on Offers and Sales Outside the United States

In connection with offers and sales of Securities outside the United States:

(a) Each Initial Purchaser acknowledges that the Securities have not been registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in transactions not subject to, the registration requirements of the Securities Act.

(b) Each Initial Purchaser, severally and not jointly, represents, warrants and agrees that:

(i) Such Initial Purchaser has offered and sold the Securities, and will offer and sell the Securities, (A) as part of their distribution at any time and (B) otherwise until 40 days after the later of the commencement of the offering of the Securities and the Closing Date, only in accordance with Regulation S under the Securities Act ("Regulation S") or Rule 144A or any other available exemption from registration under the Securities Act.

(ii) None of such Initial Purchaser or any of its affiliates or any other person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Securities, and all such persons have complied and will comply with the offering restrictions requirement of Regulation S.

(iii) At or prior to the confirmation of sale of any Securities sold in reliance on Regulation S, such Initial Purchaser will have sent to each distributor, dealer or other person receiving a selling concession, fee or other remuneration that purchases Securities from it during the distribution compliance period a confirmation or notice to substantially the following effect:

The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering of the Securities and the date of original issuance of the Securities, except in accordance with Regulation S or Rule 144A or any other available exemption from registration under the Securities Act. Terms used above have the meanings assigned to them in Regulation S under the Securities Act.

(iv) Such Initial Purchaser has not and will not enter into any contractual arrangement with any distributor with respect to the distribution of the Securities, except with its affiliates or with the prior written consent of the Company.

Terms used in paragraph (a) and this paragraph (b) and not otherwise defined in this Agreement have the meanings given to them by Regulation S.

Exhibit 10.2

SIXTH AMENDMENT TO
THIRD AMENDED AND RESTATED LOAN AGREEMENT

This Sixth Amendment to Third Amended and Restated Loan Agreement, dated the 23rd day of September, 2024, by and among Matthews International Corporation, a Pennsylvania corporation (the "US Borrower"), Schawk UK Limited, a limited liability company incorporated under the laws of England and Wales (the "UK Borrower"), and Matthews Europe GmbH, a limited liability company organized under the laws of Germany (the "German Borrower") (the UK Borrower and the German Borrower are each a "Foreign Borrower" and collectively, the "Foreign Borrowers") (the US Borrower and the Foreign Borrowers are each a "Borrower" and, collectively, the "Borrowers"), the Banks (as defined in the Loan Agreement (as hereinafter defined)) party hereto, Citizens Bank, N.A., a national banking association, in its capacity as administrative agent for the Banks (in such capacity, the "Agent"), PNC Bank, National Association, a national banking association, Truist Bank, a North Carolina banking corporation, JPMorgan Chase Bank, N.A., a national banking association, Wells Fargo Bank, N.A., a national banking association (the foregoing, each in its capacity as a syndication agent for the Banks, individually and collectively, the "Original Syndication Agent"), TD Bank, N.A., a national banking association, and Bank of America, N.A., a national banking association, each in its capacity as syndication agent for the Banks (in such capacity and together with the Original Syndication Agent, individually and collectively, the "Syndication Agent") and Citibank, N.A., a national banking association, and M&T Bank, each in its capacity as a documentation agent for the Banks (this "Amendment").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Third Amended and Restated Loan Agreement, dated March 27, 2020, by and among the US Borrower, the Banks party thereto, the Agent, the Original Syndication Agent and Bank of America, N.A., a national banking association, in its capacity as documentation agent for the Banks (in such capacity, the "Original Documentation Agent") (the Original Documentation Agent, together with all other documentation agents for the Banks, as applicable, individually and collectively, the "Documentation Agent"), as amended by that certain: (i) First Amendment to Third Amended and Restated Loan Agreement, dated March 30, 2021, by and among the Borrowers, the Banks party thereto, the Agent, the Syndication Agent and the Documentation Agent; (ii) Second Amendment to Third Amended and Restated Loan Agreement, dated December 27, 2021, by and among the Borrowers, the Banks party thereto, the Agent, the Syndication Agent and the Documentation Agent; (iii) Third Amendment to Third Amended and Restated Loan Agreement, dated July 1, 2022, by and among the Borrowers, the Banks party thereto, the Agent, the Syndication Agent and the Documentation Agent; (iv) Fourth Amendment to Third Amended and Restated Loan Agreement, dated March 17, 2023, by and among the Borrowers, the Banks party thereto, the Agent, the Syndication Agent and the Documentation Agent; and (v) Fifth Amendment to Third Amended and Restated Loan Agreement, dated January 31, 2024, by and among the Borrowers, the Banks party thereto, the Agent, the Syndication Agent and the Documentation Agent (as may be further amended, modified, supplemented or restated from time to time, the "Loan Agreement"), the Banks agreed, among other things, to extend a revolving credit facility to the Borrowers in an aggregate principal amount not to exceed Seven Hundred Fifty Million and 00/100 Dollars ($750,000,000.00); and

WHEREAS, the Borrowers desire to amend certain provisions of the Loan Agreement and the Agent shall permit such amendments pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. All capitalized terms used herein which are defined in the Loan Agreement shall have the same meanings herein as in the Loan Agreement unless the context clearly indicates otherwise.

2. Section 1.01 of the Loan Agreement is hereby amended by deleting therefrom the following defined term:

"Pledge Agreement" and "Pledge Agreements"

3. Section 1.01 of the Loan Agreement is hereby amended by inserting therein as new defined terms in their proper alphabetical order, the following:

"2024 Note Offering" shall mean the senior secured second lien notes Due 2027 to be issued by the US Borrower pursuant to that certain Indenture, to be dated as of September, 2024, and guaranteed by certain Subsidiaries of the US Borrower, as the same may be amended, modified, supplemented, restated or replaced (including by a new indenture in connection with a refinancing) in accordance with the terms and provisions of the 2024 Note Intercreditor Agreement.

"2024 Note Intercreditor Agreement" shall mean that certain Intercreditor Agreement, among the Agent and Truist Bank, solely in its capacity as trustee and collateral agent under the 2024 Note Offering, and the other parties thereto from time to time, to be executed and delivered concurrent with the effective date of the 2024 Note Offering, substantially in the form of Exhibit "H" attached hereto and made a part of, as the same may be amended, modified, supplemented, restated or replaced in accordance with the terms thereof.

"Collateral" or "collateral" shall, in each case, mean "Collateral" as such term is defined under the terms and provisions of the applicable Security Agreement.

"Copyright" shall mean "Copyright" as such term is defined under the terms and provisions of the applicable Security Agreement.

"Intellectual Property" shall mean, "Intellectual Property" (including, without limitation, any Copyright, Patent or Trademark included therein or contemplated thereby) as such term is defined under the terms and provisions of the applicable Security Agreement.

"Material Intellectual Property" shall mean "Material Intellectual Property" (including, without limitation, any Intellectual Property included therein or contemplated thereby) as such term is defined under the terms and provisions of the applicable Security Agreement.

"Patent" shall mean "Patent" as such term is defined under the terms and provisions of the applicable Security Agreement.

"Permitted Liens" shall mean that as set forth in Section 6.01.

"Prior Security Interest" shall mean a valid and enforceable perfected first-priority security interest in favor of the Agent, for the benefit of the Banks, under the Uniform Commercial Code in the Collateral which is subject only to Permitted Liens.

"Security Agreement" or "Security Agreements" shall mean, singularly or collectively, as the context may require, (i) the Second Amended and Restated Pledge and Security Agreement, to be executed and delivered by the US Borrower, Aurora Casket, Matthews Aurora, Milso, York Group, IDL Worldwide, Schawk, Schawk Holdings, Schawk USA and Schawk Worldwide to the Agent for the ratable benefit of the Banks concurrent with the effective date of the 2024 Note Offering, and (ii) any other Pledge and Security Agreement executed and delivered by any other applicable Loan Party to the Agent for the ratable benefit of the Banks on or after the Sixth Amendment Closing Date, substantially in the form of Exhibit "G" attached hereto and made a part hereof.

"Sixth Amendment Closing Date" shall mean September__, 2024.

"Trademark" shall mean "Trademark" as such term is defined under the terms and provisions of the applicable Security Agreement.

4. Section 1.01 of the Loan Agreement is hereby amended to delete therefrom the following defined term and insert in its stead the following:

"Bank-Provided Hedge" shall mean a Hedging Agreement which is provided by any Person that was a Bank or an Affiliate of a Bank at the time of the making such agreement (it being understood that notwithstanding the foregoing, solely with respect

to any Bank party hereto on the Sixth Amendment Closing Date or an Affiliate of any Bank party hereto on the Sixth Amendment Closing Date, any Hedging Agreement provided by such Person to any Loan Party that was entered into prior to the Sixth Amendment Closing Date shall be considered a Bank-Provided Hedge hereunder) and meets the following requirements: such Hedging Agreement (i) is documented in a standard Master Agreement, (ii) provides for the method of calculating the reimbursable amount of the provider's credit exposure in a reasonable and customary manner, and (iii) is entered into for hedging (rather than speculative) purposes. The liabilities of the Loan Parties to the provider of any Bank-Provided Hedge shall be "Loan Document Obligations" hereunder, guaranteed Indebtedness under the Guaranty Agreements and secured Indebtedness under the Security Agreements. Notwithstanding the foregoing provisions in this definition, Bank-Provided Hedge shall not include Excluded Swap Obligations and any such Excluded Swap Obligations shall not be "Loan Document Obligations" hereunder and guaranteed Indebtedness under the Guaranty Agreements.

"Expiry Date" shall mean the earliest of: (i) January 31, 2029; (ii) the date which is ninety (90) days prior to the maturity date of any of (x) the 2017 Note Offering, (y) the 2024 Note Offering or (z) any future indebtedness to refinance any of the foregoing, in any event, unless all obligations thereunder have been paid in full; or (iii) such earlier date on which the Commitments shall have been terminated pursuant to this Agreement.

"Loan Document" or "Loan Documents" shall mean, singularly or collectively as the context may require, (i) this Agreement, (ii) the Notes, (iii) the Notice of Waiver of Rights, (iv) the Guaranty Agreements, (v) the Security Agreements, (vi) the Letters of Credit, (vii) the Letter of Credit Related Documents, (viii) each Foreign Borrower Joinder Agreement, (ix) the 2024 Note Intercreditor Agreement, and (x) any and all other documents, instruments, certificates and agreements executed and delivered in connection with this Agreement (excluding any Bank-Provided Hedge or Treasury Management Agreement), as any of them may be amended, modified, restated, replaced, extended or supplemented from time to time.

"Treasury Management Agreements" shall mean agreements or other arrangements under which any Person that was a Bank or Affiliate of any Bank at the time of making such agreements or other arrangements (it being understood that notwithstanding the foregoing, solely with respect to any Bank party hereto on the Sixth Amendment Closing Date or an Affiliate of any Bank party hereto

on the Sixth Amendment Closing Date, any such agreement or other arrangement provided by such Person to any Loan Party that was entered into prior to the Sixth Amendment Closing Date shall be considered a Treasury Management Agreement hereunder) provides any of the following products or services to any of the Loan Parties, to any Domestic Subsidiary of a Loan Party or to any Foreign Subsidiary of a Loan Party: (a) credit cards, (b) credit card processing services, (c) debit cards, (d) purchase cards, (e) ACH transactions, (f) cash management, including controlled disbursement, accounts or services or (g) foreign currency exchange. The liabilities of the Loan Parties to the provider of any service or product under any applicable Treasury Management Agreement shall be "Indebtedness" hereunder and guaranteed Indebtedness under the Guaranty Agreements and secured Indebtedness under the Security Agreements.

5. ARTICLE III of the Loan Agreement is hereby amended by inserting as new a Section 3.28, the following:

3.28 Security Interests.

The Liens and security interests granted to the Agent for the benefit of the Banks pursuant to each applicable Security Agreement in the Collateral will constitute upon the filing of all required Uniform Commercial Code financing statements Prior Security Interests under the Uniform Commercial Code as in effect in each applicable jurisdiction (the "Uniform Commercial Code") or other applicable Law entitled to all the rights, benefits and priorities provided by the Uniform Commercial Code or such Law to the extent the filing of such a financing statement is sufficient to perfect such Liens and security interests under the Uniform Commercial Code. All filing fees and other reasonable and documented expenses in connection with each such action have been or will be paid by the US Borrower.

6. Section 5.03 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

5.03 Insurance.

Each Loan Party shall insure its properties and assets against loss or damage by fire and such other insurable hazards as such assets are commonly insured (including fire, extended coverage, property damage, workers' compensation and public liability insurance) and against other risks (including errors and omissions) in such amounts as similar properties and assets are insured by prudent companies in similar circumstances carrying on

similar businesses, and with reputable and financially sound insurers, including self-insurance to the extent customary (provided that the parties hereto agree that self-insurance is not customary with respect to in transit Inventory insurance), all as reasonably determined by the Loan Parties in the exercise of their reasonable business judgment. At the request of the Agent, the Loan Parties shall deliver to the Agent and each of the Banks (x) on the Sixth Amendment Closing Date and annually thereafter an original certificate of insurance signed (which may be in electronic format) by the Loan Parties' independent insurance broker describing and certifying as to the existence of the insurance on the Collateral required to be maintained by this Agreement and the other Loan Documents, (y) on the date that is not later than thirty (30) consecutive days following the Sixth Amendment Closing Date and annually thereafter concurrent with the delivery of the certificate described in the preceding clause (x), a copy of the endorsement described in the next sentence attached to such certificate and (z) from time to time but not more than once per year a summary schedule indicating all insurance then in force with respect to each of the Loan Parties. Such policies of insurance shall contain special endorsements, in form and substance reasonably acceptable to the Agent, which shall (i) specify the Agent as an additional insured and lender loss payee as its interests may appear, with the understanding that any obligation imposed upon the insured (including the liability to pay premiums) shall be the sole obligation of the applicable Loan Parties and not that of the Agent, as such additional insured or lender loss payee, as applicable and (ii) provide that no cancellation of such policies for any reason nor any change therein shall be effective until at least thirty (30) days (or at least ten (10) days in the case of non-payment of premiums) after receipt by the Agent of written notice of such cancellation or change. The applicable Loan Parties shall notify the Agent promptly of any occurrence causing a material loss or decline in value of the Collateral and the estimated (or actual, if available) amount of such loss or decline.

7. Section 5.12 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

5.12 Further Assurances.

The Loan Parties, at their own cost and expense, will preserve and protect the Agent's Lien on and Prior Security Interest in the Collateral as a continuing first priority perfected Lien, subject only to Permitted Liens, and shall do such other acts and things as the Agent in its reasonable discretion may deem necessary or advisable from time to time in order to preserve, perfect and protect the Liens granted under the Loan Documents and to exercise and

enforce its rights and remedies thereunder with respect to the Collateral (including, without limitation, using commercially reasonable efforts to cause to be executed and delivered from time to time, (y) a landlord's waiver, in such form as may be reasonably agreed by the Agent, with respect to the applicable leased Collateral location and (z) warehouseman or operator waivers, in such form as may be reasonably agreed by the Agent, with respect to the applicable facility where a Loan Party stores Inventory or has Inventory processed) and will otherwise cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents and assurances as the Agent and the Banks may reasonably request from time to time in order to carry out the intent and purposes of this Agreement more effectively and the transactions contemplated by this Agreement.

8. Section 5.15 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

5.15 Subsidiary Guaranty Agreements and Security Agreements.

(a) Subsidiary Guaranty Agreements. Each Domestic Subsidiary (excluding any Securitization Entity, a Foreign Subsidiary Holding Company or a Restricted JV Subsidiary (so long as such Subsidiary entity is a Joint Venture)) of a Loan Party created or acquired subsequent to the Closing Date shall immediately execute and deliver to the Agent a Guaranty Agreement, along with such corporate governance and authorization documents as may be deemed reasonably necessary or advisable by the Agent; provided, however, that a Domestic Subsidiary shall not be required to execute such Guaranty Agreement so long as (i) the total assets (excluding all loans and advances made to such Subsidiary from a Loan Party or a Subsidiary of a Loan Party) of such Domestic Subsidiary are less than Fifty Million and 00/100 Dollars ($50,000,000.00), and (ii) the aggregate of the total assets (excluding all loans and advances made to such Subsidiary from a Loan Party or a Subsidiary of a Loan Party) of all such Domestic Subsidiaries with total asset values (excluding all loans and advances made to such Subsidiary from a Loan Party or a Subsidiary of a Loan Party) of less than Fifty Million and 00/100 Dollars ($50,000,000.00) does not exceed the aggregate amount of Two Hundred Million and 00/100 Dollars ($200,000,000.00). In the event that the total assets of any Subsidiary (excluding any Securitization Entity, a Foreign Subsidiary Holding Company or a Restricted JV Subsidiary (so long as such Subsidiary entity is a Joint Venture)) which is not a Domestic Subsidiary or a Guarantor are at any time equal to or greater than Fifty Million and 00/100 Dollars ($50,000,000.00), the US Borrower shall provide the Agent and the Banks with prompt written notice of such asset value.

(b) Security Agreements. Concurrent with the effective date of the 2024 Note Offering and at all times thereafter during the term of this Agreement, without duplication: (i) the US Borrower and/or such other applicable Loan Party (other than a Foreign Borrower) shall, pursuant to the terms and provisions of a Security Agreement, pledge its equity interests in its Domestic Subsidiaries (other than a Securitization Entity or a Restricted JV Subsidiary (so long as such Subsidiary entity is a Joint Venture)) and its first-tier Foreign Subsidiaries and Foreign Subsidiary Holding Companies owned as of the Closing Date and/or created or acquired subsequent to the Closing Date, in each case, to the extent (y) the total assets of such Subsidiary (excluding all loans and advances made to such Subsidiary from a Loan Party or a Subsidiary of a Loan Party) are Fifty Million and 00/100 Dollars ($50,000,000.00) or greater and/or (z) the aggregate of the total assets (excluding all loans and advances made to such Subsidiary from a Loan Party or a Subsidiary of a Loan Party) of such Subsidiaries with total assets (excluding all loans and advances made to such Subsidiary from a Loan Party or a Subsidiary of a Loan Party) of less than Fifty Million and 00/100 Dollars ($50,000,000.00) exceeds the aggregate amount of Two Hundred Million and 00/100 Dollars ($200,000,000.00) (excluding all loans and advances made to such Subsidiary from a Loan Party or a Subsidiary of a Loan Party); provided, however, that with respect to such pledge of such applicable first-tier Foreign Subsidiaries and Foreign Subsidiary Holding Companies, the US Borrower and/or the applicable Loan Party shall only be required to effectuate such pledge if such pledge would not be unlawful and would not cause any adverse Tax consequences to the Borrower; provided, further, that with respect to such pledge of such applicable first-tier Foreign Subsidiaries and Foreign Subsidiary Holding Companies, such pledge shall be limited to a pledge of sixty-six percent (66%) of the equity interests of such Foreign Subsidiary and/or Foreign Subsidiary Holding Company owned by the US Borrower or such applicable Loan Party; and (ii) the US Borrower and/or such other applicable Loan Party (other than a Foreign Borrower and, until the date on which Schawk has executed and delivered a Guaranty Agreement and taken all necessary action required under the applicable Security Agreement to be a "Grantor" for all purposes thereunder (as determined by the Agent in its reasonable discretion), Schawk) shall, pursuant to the terms and provisions of a Security Agreement, pledge, assign, hypothecate, set over and convey unto the Agent, for the benefit of the Banks, and grant to the Administrative Agent, for the benefit of the Bank, a first priority

continuing Lien on and security interest in all of the right, title and interest thereof in, to and under all of the Collateral (and all rights therein) whether now existing or hereafter, from time to time, acquired.

9. Section 6.01 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

6.01 Liens.

No Loan Party nor any Subsidiary of a Loan Party (other than a Securitization Entity) shall, at any time, create, incur, assume or suffer to exist any Lien on any of its assets or property, tangible or intangible now owned or hereafter acquired, or agree to become liable to do so, except (the following, collectively, "Permitted Liens"):

(a) Liens of any Loan Party or any Subsidiary of a Loan Party existing on the Closing Date and described in Schedule 6.01 to this Agreement;

(b) Liens granted in favor of the Agent on behalf of the Banks or in favor of any Bank or any Affiliate of such Bank securing a Bank-Provided Hedge or Treasury Management Agreement;

(c) Liens arising from Taxes, assessments, charges, levies or claims described in Section 5.05 of this Agreement;

(d) pledges or deposits under worker's compensation, unemployment insurance and social security laws, or in connection with or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases or to secure statutory obligations, surety or appeal bonds, to customs or revenue authorities or other pledges or deposits of like nature used in the ordinary course of business;

(e) any unfiled materialmen's, mechanic's, carrier's, warehousemen's, landlord's, workmen's, repairmen's and like Liens arising in the ordinary course of business (provided, that, except as otherwise set forth in Section 5.05(b) hereof, if such a Lien shall be perfected, it shall be discharged of record immediately by payment, bond or otherwise);

(f) Purchase Money Security Interests to secure Indebtedness; provided, however, that such security interests shall be limited solely to the equipment (and any proceeds thereof and contract rights associated therewith) purchased with the proceeds of such Indebtedness;

(g) reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions or encumbrances affecting real property, provided that they do not, individually or in the aggregate, materially diminish the fair market value of the real property affected thereby or the utility of such real property for the purposes for which such property is presently devoted;

(h) attachment, judgment or other similar Liens arising in connection with a proceeding before an Official Body and which do not cause an Event of Default to occur;

(i) Liens of any Subsidiary of a Loan Party that is not itself a Loan Party securing Indebtedness;

(j) Liens securing Indebtedness under the 2024 Note Offering to the extent both (y) the Agent has received the fully executed applicable Security Agreement and has a Prior Security Interest in the Collateral and (z) such Liens are subordinate to the Agent's Liens on the applicable Collateral pursuant to and in accordance with the terms and provisions of the 2024 Note Intercreditor Agreement;

(k) Liens securing any Receivables Financing; provided, however, that Liens granted in connection therewith shall not attach to any Collateral and shall be limited solely to the assets of the Borrower or any applicable Subsidiary, as the case may be, which are subject to any such Receivables Financing;

(l) Liens on property leased by any Loan Party or any Subsidiary under operating leases securing obligations under such leases;

(m) Liens consisting of leases, subleases, licenses or sublicenses of real or personal property granted to third parties not materially interfering with the conduct of the business of any Loan Party or any Subsidiary of a Loan Party;

(n) Liens on deposit accounts and securities accounts (not including any Collateral) granted or arising in the ordinary course of business in favor of depositary banks and securities intermediaries maintaining such deposit accounts or securities accounts solely to secure customary account fees and charges payable in respect of such deposit accounts and securities accounts and overdrafts not in violation of the Agreement;

(o) Liens in favor of collecting banks arising underSection 4-210 of the Code;

(p) Pledges or deposits securing deductibles, self-insurance,co-payments, co-insurance, retentions, premiums and similar obligations to insurers in the ordinary course of business; and

(q) Liens on accounts receivable (not including any Collateral) and ancillary rights of a customer arising pursuant to supply chain financing arranged by such customer on reasonable and customary terms.

10. Section 6.02 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

6.02 Restrictions on Non-Loan Party Subsidiaries.

No Loan Party shall permit any of its Subsidiaries that are not Loan Parties (other than a Securitization Entity) to enter into or otherwise be bound by any agreement prohibiting or restricting (i) the payment of dividends or Distributions to any Loan Party, (ii) the making of loans or advances to any Loan Party, or (iii) the making of investments in any Loan Party, in each case other than (a) pursuant to this Agreement and the other Loan Documents, (b) in connection with the 2017 Note Offering, the 2024 Note Offering, Permitted Additional Indebtedness or Receivables Financing, (c) agreements entered into in connection with secured Indebtedness permitted by Section 6.01(i) or 6.01(j) or in connection with unsecured Indebtedness of Subsidiaries that are not Loan Parties otherwise permitted hereunder, or (d) agreements with respect to Joint Ventures permitted under Section 6.06(iv); provided, however, that with respect to Subsidiaries of Loan Parties acquired after the date hereof, existing agreements of such Subsidiaries with Persons not an Affiliate of such Subsidiary or any Loan Party that may prohibit or restrict those activities described in (i) through (iii) above shall be permitted hereunder (each such agreement an "Existing Restrictive Agreement"). In addition, the Borrower shall provide written notice to the Agent of any such Existing Restrictive Agreement within thirty (30) days after the acquisition of a Subsidiary which has previously entered into any such Existing Restrictive Agreement.

11. Section 6.04 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

6.04 Disposition of Assets.

No Loan Party nor any Subsidiary of a Loan Party (other than a Securitization Entity) shall sell, consummate a Division, convey, pledge, assign, lease (except for leases entered into in the ordinary course of business), abandon or otherwise transfer or dispose of, voluntarily or involuntarily (any of the foregoing being referred to in this Section as a transaction and any set of related transactions constituting but a single transaction) any of its properties or assets whether tangible or intangible (including stock of Subsidiaries) except for (i) any Receivables Financing, (ii) sales or dispositions of equipment and other tangible assets (real or personal) that are obsolete or no longer used or useful in the business and sales of inventory in the ordinary course of business, (iii) the sale, transfer or lease of assets by (A) subject to the requirements of Section 6.03(d), a Subsidiary of a Loan Party to a Loan Party or a Loan Party to a Subsidiary of a Loan Party, (B) a Loan Party to another Loan Party, (C) a Subsidiary that is not a Loan Party to another Subsidiary that is not a Loan Party, (D) a Loan Party or Subsidiary of a Loan Party to a Joint Venture permitted under Section 6.06(iv), or (E) a Loan Party of all but not less than all of its equity interests in a Foreign Subsidiary to New UK LLP or a wholly-owned (whether directly or indirectly) Subsidiary of New UK LLP, (iv) [reserved], (v) use and disposition of cash and Cash Equivalents, (vi) leases, subleases, licenses or sublicenses of real or personal property granted to third parties and not materially interfering with the conduct of the business of any Loan Party or any Subsidiary of a Loan Party, (vii) so long as no Event of Default or Potential Default shall have occurred, other sales or dispositions of assets the fair market value of which does not exceed fifteen percent (15%) of the fair market value of all of the Loan Parties' assets immediately prior to such sale or disposition; provided, that if the disposition involves the disposition of a Subsidiary or a division or business product line, then, with the exception of Events of Default or Potential Defaults under Sections 7.01(a), (b), (c), (k), (m) and (n) hereof, which shall not have occurred and be continuing both before and after giving effect to such disposition, the requirement of this clause (vii) that there be no Event of Default or Potential Default shall be tested only as of the time of the execution of the definitive agreement with respect to such disposition, (viii) the sale, assignment or other transfer of accounts receivable and ancillary rights of a customer in connection with supply chain financing arranged by such customer on reasonable and customary terms or (ix) the lapse, abandonment or other dispositions of intellectual property that is, in the reasonable good faith judgment of such Loan Party or Subsidiary, no longer economically practicable or commercially desirable to maintain or useful in the conduct of the business of the Loan Parties or any of their Subsidiaries; provided,

however, notwithstanding the foregoing or any other provision of this Agreement or any other Loan Document to the contrary, no Loan Party nor any Subsidiary of a Loan Party shall grant an exclusive license of any Material Intellectual Property, or sell, contribute, transfer, assign or dispose of any Material Intellectual Property, in any such case, to a Subsidiary that is not a Loan Party.

12. Section 6.07 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

6.07 Double Negative Pledge.

No Loan Party nor any Subsidiary of a Loan Party (other than a Securitization Entity) shall enter into any agreement with any Person, other than in connection with this Agreement, which prohibits or limits the ability of such Loan Party or Subsidiary to create, incur, assume or suffer to exist any Lien in favor of the Agent on behalf of the Banks upon or with respect to any property or assets of any kind, real or personal, tangible or intangible (including, but not limited to, stock or other equity interest) of such Loan Party or Subsidiary, whether now owned or hereafter acquired or created; provided that a Loan Party or a Subsidiary of a Loan Party may enter into such agreement: (i) in connection with any Permitted Additional Indebtedness or the 2024 Note Offering, (ii) which prohibits Liens on the specific property or assets which are subject to any Receivables Financing, (iii) which prohibits Liens on property or assets which are subject to any Purchase Money Security Interests permitted by Section 6.01(f) hereof, or other Liens permitted by Section 6.01(i), 6.01(j) or 6.01(m), (iv) in connection with unsecured Indebtedness of Subsidiaries that are not Loan Parties otherwise permitted hereunder, or (v) in connection with Joint Ventures permitted under Section 6.06(iv).

13. Clause (h) of Section 7.01 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

(h) Any Loan Party or any Subsidiary of a Loan Party shall, (i) default in the observance of any covenant, term or condition contained in any documentation with respect to either the 2017 Note Offering and/or the 2024 Note Offering, (ii) other than with respect to the 2017 Note Offering and the 2024 Note Offering, default (as principal or guarantor or other surety) in any payment of principal of or interest on any obligation (or set of related obligations) for borrowed money in excess of Ten Million and 00/100 Dollars ($10,000,000.00) beyond any period of grace with respect to the payment or, if any such obligation (or set of related obligations) is or are payable or repayable on demand, fail to pay or

repay such obligation or obligations when demanded, or (iii) other than with respect to the 2017 Note Offering and the 2024 Note Offering, default in the observance of any other covenant, term or condition contained in any agreement or instrument by which such an obligation (or set of related obligations) is or are created, secured or evidenced, if as a result of such default the holder or holders of such obligation or obligations (or a trustee or agent on behalf of such holder or holders) cause all or part of such obligation or obligations to become due before its or their otherwise stated maturity; or

14. Section 7.01 of the Loan Agreement is hereby amended to insert as a new clause (i) the following and tore-letter each subsequent clause in Section 7.01 to be in its proper alphabetical order:

(i) (x) Except as permitted by the terms of any applicable Loan Document, any Loan Document or any other agreement, instrument and/or document that is intended to create, perfect or evidence a Prior Security Interest shall for any reason fail to create or otherwise cease to be or evidence a Prior Security Interest in any material portion of the Collateral purported to be covered thereby, (y) any of the Loan Document Obligations for any reason shall cease to be "Senior Lender Claims" (or any comparable term) under the subordination provisions of any documents or instruments evidencing any subordinated Indebtedness (including, without limitation, under the 2024 Note Offering) or (z) the subordination provisions and lien priorities set forth in any subordination or intercreditor agreement (including, without limitation, the 2024 Note Intercreditor Agreement) shall, in whole or in part, cease to be effective or cease to be legally valid, binding and enforceable against the parties thereto or the holders of any such applicable subordinated Indebtedness;

15. Section 7.03 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

7.03 Set-Off.

If the unpaid principal amount of the Notes, interest accrued on the unpaid principal amount thereof or other amount owing by any Loan Party under this Agreement, the Notes or the other Loan Documents shall have become due and payable (on demand, at maturity, by acceleration or otherwise), each of the Banks, any assignee of the Banks and the holder of any participation in any Loan will each have the right, in addition to all other rights and remedies available to it, without notice to such Loan Party, to set-off against and to appropriate and apply to such due and payable amounts any Indebtedness owing to, and any other funds held in any

manner for the account of, such Loan Party by such Bank, by such assignee or by such holder including, without limitation, all funds in all deposit accounts (whether time or demand, general or special, provisionally credited or finally credited, or otherwise) now or in the future maintained by such Loan Party with such Bank, assignee or holder. Such right shall exist whether or not any Bank or the Agent shall have made any demand under this Agreement or any other Loan Document, whether or not such debt owing to or funds held for the account of any Borrower or such other Loan Party is or are matured or unmatured and regardless of the existence or adequacy of any Collateral, Guaranty or any other security, right or remedy available to any Bank or the Agent. The Borrower consents to and confirms the foregoing arrangements and confirms the Banks' rights, such assignee's rights and such holder's rights of banker's lien and set-off. Nothing in this Agreement will be deemed a waiver or prohibition of or restriction on the Banks' rights, such assignee's rights or any such holder's rights of banker's lien or set-off.

16. The first (1st) paragraph of Section 7.06 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

From and after the date on which the Agent has taken any action pursuant to Section 7.02 and until payment in full of all Indebtedness owed under this Agreement and each other Loan Document, any and all proceeds received by the Agent from any sale or other disposition of any Collateral under any Security Agreement, or any part thereof, or the exercise of any other remedy by the Agent, shall be applied as follows:

17. ARTICLE VII of the Loan Agreement is hereby amended by inserting therein as new Sections 7.07 and 7.08, the following:

7.07 Collateral Sharing. All Liens granted under any Security Agreement and any other Loan Document (the "Collateral Documents") shall secure ratably and on a pari passu basis (i) the Loan Document Obligations in favor of the Agent and the Banks hereunder and (ii) the Loan Document Obligations incurred by any of the Loan Parties in favor of any Bank or an Affiliate of a Bank which provides a Bank-Provided Hedge (the "Hedge Provider") or any service or product under any applicable Treasury Management Agreement (the "Treasury Management Provider"). The Agent under the Collateral Documents shall be deemed to serve as the collateral agent (the "Collateral Agent") for the Hedge Provider, the Treasury Management Provider and the Banks hereunder, provided that the Collateral Agent shall comply with the instructions and directions of the Agent (or the Banks under this Agreement to the extent that this Agreement or any other Loan Documents empowers

the Banks to direct the Agent), as to all matters relating to the Collateral, including the maintenance and disposition thereof. No Hedge Provider or Treasury Management Provider (in each case, except in its capacity as a Bank hereunder) shall be entitled or have the power to direct or instruct the Collateral Agent on any such matters or to control or direct in any manner the maintenance or disposition of the Collateral or to have any vote on any other matter hereunder.

7.08 Notice of Sale. Any notice required to be given by the Agent of a sale, lease, or other disposition of the Collateral or any other intended action by the Agent, if given ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to the Loan Parties.

18. Clause (e) of Section 9.02 of the Loan Agreement is hereby deleted in its entirety and in its stead is inserted the following:

(e) any release of any Guarantor or any assets of any Loan Party representing more than fifteen percent (15%) of the fair market value of all the Loan Parties' assets immediately prior to such sale or disposition; provided, that, no Event of Default shall exist immediately prior to and after giving effect to such release,

19. The provisions of Sections 2 through 18 and 20 of this Amendment shall not become effective until the Agent has received the following, each in form and substance acceptable to the Agent (the date of such effectiveness, the "Effective Date"):

(a) this Amendment, duly executed by the Borrowers and the Banks;

(b) payment of all upfront fees, as applicable, to each Bank and payment of all other fees and expenses owed to the Agent and its counsel in connection with this Amendment and the Loan Agreement;

(c) the documents listed in the Closing Agenda set forth on Exhibit 1 attached hereto and made a part hereof; and

(d) such other documents, deliverables and/or evidence reasonably required by the Agent in connection with the transactions contemplated hereby.

20. The US Borrower shall, on or before the date that is thirty (30) consecutive days following the Sixth Amendment Closing Date (or such later date as the Agent may agree in its reasonable discretion), cause Schawk to execute and deliver a Guaranty Agreement and to take all action necessary (as determined by the Agent in its reasonable discretion) to comply with all of the applicable terms and provisions of the applicable Security Agreement in order to cause Schawk to be a "Grantor" for all purposes thereunder.

21. The US Borrower acknowledges and agrees that each and every document, instrument or agreement which secures payment of the US Borrower's Indebtedness under the Loan Agreement including, but not limited to, (i) the Loan Agreement and (ii) the Guaranty Agreements continue to secure prompt payment when due of each Borrower's Indebtedness under the Loan Agreement

22. Each Borrower hereby reconfirms and reaffirms, as of the date hereof, all representations and warranties, agreements and covenants made by it pursuant to the terms and conditions of the Loan Agreement and the other Loan Documents, except as such representations and warranties, agreements and covenants may have heretofore been amended, modified or waived in writing in accordance with the Loan Agreement.

23. Each Borrower hereby represents and warrants to the Agent as of the date hereof that (i) such Borrower has the legal power and authority to execute and deliver this Amendment, (ii) the officers of such Borrower executing this Amendment have been duly authorized to execute and deliver the same and bind such Borrower with respect to the provisions hereof, (iii) the execution and delivery hereof by such Borrower and the performance and observance by such Borrower of the provisions hereof and of the Loan Agreement and all documents executed or to be executed herewith or therewith, do not violate or conflict with the organizational documents of such Borrower or any Law applicable to such Borrower or result in a breach of any provision of or constitute a default which would have a Material Adverse Effect under any other agreement, instrument or document binding upon or enforceable against such Borrower, and (iv) this Amendment, the Loan Agreement and the documents executed or to be executed by such Borrower in connection herewith or therewith constitute valid and binding obligations of such Borrower in every respect, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity.

24. Each Borrower represents and warrants that as of the date hereof, immediately prior to and after giving effect to the amendments set forth in this Amendment no Potential Default or Event of Default exists under the Loan Agreement, nor will any occur as a result of the execution and delivery of this Amendment or the performance or observance of any provision hereof.

25. Each Borrower hereby voluntarily and knowingly forever releases, discharges, waives and relinquishes any and all claims, demands, causes of action of every kind and nature whatsoever, whether in law, in equity or before an administrative agency, whether known or unknown, direct or indirect, fixed or contingent, whether heretofore asserted or not, and whether arising based on a tort or breach of contractual or other duty, arising under or in connection with this Amendment, any other document executed in connection therewith or the transactions contemplated hereby or thereby based on the acts or omissions of the Agent, any Bank and any of their respective past and present officers, directors, managers, employees, partners, agents, shareholders, members, trustees, predecessors, successors, and assigns (the "Released Parties") existing on or before the date hereof, that any such Borrower ever had, has or may have against the Released Parties.

26. This Amendment shall not constitute a novation of the Loan Agreement or any of the Loan Documents. Except as expressly set forth herein, this Amendment (i) shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Banks or the Agent under the Loan Agreement or any other Loan Document, and (ii) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or any other Loan Document. Except as modified by this Amendment and Annex A attached hereto, each and every term, condition, obligation, covenant and agreement contained in the Loan Agreement or any other Loan Document is hereby ratified and reaffirmed in all respects and shall continue in full force and effect. Each Borrower reaffirms its Loan Document Obligations, including obligations (whether direct, as a guarantor or otherwise), liabilities and indebtedness, under the Loan Documents to which it is party and its grant and the validity of the Liens granted by it in the Collateral under the applicable Loan Documents, and all financing statements and all other recordings and filings previously made, recorded or filed are intended to and do secure all of its Loan Document Obligations and perfect all Liens granted by it in the Collateral, in each case to the extent provided in such Loan Documents, with all such Liens continuing in full force and effect after giving effect to this Amendment. This Amendment shall constitute a Loan Document for purposes of the Loan Agreement, and from and after the date hereof, all references to the Loan Agreement in any Loan Document and all references in the Loan Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Loan Agreement shall, unless expressly provided otherwise, refer to the Loan Agreement as amended by this Amendment.

27. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed to be an original, but all such counterparts shall constitute but one and the same instrument. Delivery of an executed signature page counterpart hereof by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic association of signatures and records on electronic platforms, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any other similar state laws based on the Uniform Electronic Transactions Act or the Uniform Commercial Code, each as amended, and the parties hereto hereby waive any objection to the contrary, provided that (x) nothing herein shall require Agent to accept electronic signature counterparts in any form or format and (y) Agent reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this Amendment or any document signed in connection with this Amendment and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.

28. This Amendment shall be governed by, and shall be construed and enforced in accordance with, the Laws of the Commonwealth of Pennsylvania without regard to any conflict of law principles thereof. Each Borrower hereby consents to the jurisdiction and venue of the Court of Common Pleas of Allegheny County, Pennsylvania and the United States District Court for the Western District of Pennsylvania with respect to any suit arising out of or mentioning this Amendment.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto, have caused this Amendment to be duly executed, as a document under seal, by their duly authorized officers on the day and year first above written.

BORROWERS:

Matthews International Corporation

By: /s/ Richard Beard (SEAL)
Name: Richard Beard
Title: Treasurer

Matthews Europe GmbH

By: /s/ Richard Beard (SEAL)
Name: Richard Beard
Title: Prokurist/Proxy

Schawk UK Ltd.

By: /s/ Steven E. Nicola (SEAL)
Name: Steven E. Nicola
Title: Director

[*Bank Signature Pages Follow*]

Citizens Bank, N.A., as Agent and
for itself as a Bank

By: /s/ Carl S. Tabacjar
Name: Carl S. Tabacjar
Title: Senior Vice President

JPMorgan Chase Bank, N.A., as a Bank

By: /s/ Bam Fakorede
Name: Bam Fakorede
Title: Vice President

HSBC Bank USA, National Association, as a Bank

By: /s/ Jillian Clemons
Name: Jillian Clemons
Title: Senior Vice President

TD Bank, N.A., as a Bank

By: /s/ Richard A. Zimmerman
Name: Richard A. Zimmerman
Title: Managing Director

First National Bank of Pennsylvania, as a Bank

By: /s/ Michael Pearce
Name: Michael Pearce
Title: Sr. Vice President

Truist Bank, as a Bank

By: /s/ David Miller
Name: David Miller
Title: Director

Wells Fargo Bank, N.A., as a Bank

By: /s/ Kevin Valenta
Name: Kevin Valenta
Title: Director

PNC Bank, National Association, as a Bank

By: /s/ Troy Brown
Name: Troy Brown
Title: Senior Vice President

Bank of America, N.A., as a Bank

By: /s/ Brandon Bouchard
Name: Brandon Bouchard
Title: Vice President

Citibank, N.A., as a Bank

By: /s/ Matthew Sullivan
Name: Matthew Sullivan
Title: Senior Vice President

M&T Bank, as a Bank

By: /s/ Donna J. Emhart
Name: Donna J. Emhart
Title: Director

Exhibit 99.1

NEWS RELEASE

Matthews International Corporation
Corporate Office
Two NorthShore Center
Pittsburgh, PA 15212-5851
Phone: (412) 442-8200

September 24, 2024

Contact: Steven F. Nicola
Chief Financial Officer and Secretary

William D. Wilson
Senior Director, Corporate Development

MATTHEWS INTERNATIONAL ANNOUNCES PRICING OF SENIOR NOTES

PITTSBURGH, PA, September 24, 2024 - Matthews International Corporation (NASDAQ GSM: MATW) (the "Company") has priced its previously announced private offering of $300 million aggregate principal amount of its 8.625% senior secured second lien notes due 2027 (the "Notes"). The Notes will pay interest semi-annually in arrears, on April 1 and October 1 of each year, beginning on April 1, 2025. The Notes will mature on October 1, 2027, unless earlier redeemed or repurchased. The Notes offering is expected to close on September 27, 2024, subject to customary closing conditions.

The Company intends to use the net proceeds of the offering, together with borrowings under the Company's senior credit facility, to redeem all of its outstanding 5.25% senior notes due December 1, 2025 (the "Existing 2025 Notes") on or about October 24, 2024, and to pay accrued and unpaid interest on the Existing 2025 Notes to, but not including, the date of redemption, and to satisfy and discharge the indenture governing the Existing 2025 Notes.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Notes in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. Any offers of the Notes will be made only by means of a private offering memorandum. This notice is being issued pursuant to and in accordance with Rule 135c under the Securities Act.

This press release does not constitute a notice of redemption with respect to, or an offer or solicitation to purchase, the Existing 2025 Notes or any other securities.

About Matthews International Corporation

Matthews International Corporation is a global provider of memorialization products, industrial technologies, and brand solutions. The Memorialization segment is a leading provider of memorialization products, including memorials, caskets, cremation-related products, and cremation and incineration equipment, primarily to cemetery and funeral home customers that help families move from grief to remembrance. The Industrial Technologies segment includes the design, manufacturing, service and distribution of high-tech custom energy storage solutions; product identification and warehouse automation technologies and solutions, including order fulfillment systems for identifying, tracking, picking and conveying consumer and industrial products; and coating and converting lines for the packaging, pharma, foil, décor and tissue industries. The SGK Brand Solutions segment is a leading provider of packaging solutions and brand experiences, helping companies simplify their marketing, amplify their brands and provide value. The Company has approximately 12,000 employees in more than 30 countries on six continents that are committed to delivering the highest quality products and services.

Forward-looking Information

Any forward-looking statements contained in this release are included pursuant to the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, but are not limited to, statements regarding the expectations, hopes, beliefs, intentions or strategies of the Company regarding the future, and may be identified by the use of words such as "expects," "believes," "intends," "projects," "anticipates," "estimates," "plans," "seeks," "forecasts," "predicts," "objective," "targets," "potential," "outlook," "may," "will," "could" or the negative of these terms, other comparable terminology and variations thereof. Such forward-looking statements involve known and unknown risks and uncertainties that may cause the Company's actual results in future periods to be materially different from management's expectations, and no assurance can be given that such expectations will prove correct. Factors that could cause the Company's results to differ materially from the results discussed in such forward-looking statements principally include changes in domestic or international economic conditions, changes in foreign currency exchange rates, changes in interest rates, changes in the cost of materials used in the manufacture of the Company's products, any impairment of goodwill or intangible assets, environmental liability and limitations on the Company's operations due to environmental laws and regulations, disruptions to certain services, such as telecommunications, network server maintenance, cloud computing or transaction processing services, provided to the Company by third-parties, changes in mortality and cremation rates, changes in product demand or pricing as a result of consolidation in the industries in which the Company operates, or other factors such as supply chain disruptions, labor shortages or labor cost increases, changes in product demand or pricing as a result of domestic or international competitive pressures, ability to achieve cost-reduction objectives, unknown risks in connection with the Company's acquisitions and divestitures, cybersecurity concerns and costs arising with management of cybersecurity threats, effectiveness of the Company's internal controls, compliance with domestic and foreign laws and regulations, technological factors beyond the Company's control, impact of pandemics or similar outbreaks, or other disruptions to our industries, customers, or supply chains, the impact of global conflicts, such as the current war between Russia and Ukraine, the outcome of the Company's dispute with Tesla, Inc. ("Tesla"), and other factors described in the Company's Annual Report on Form 10-K and other periodic filings with the U.S. Securities and Exchange Commission.