

**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 30, 2019

MATTHEWS INTERNATIONAL CORPORATION

(Exact name of registrant as specified in its charter)

Pennsylvania (State or other jurisdiction of Incorporation or organization)	0-09115 (Commission File Number)	25-0644320 (I.R.S. Employer Identification No.)
TWO NORTSHORE CENTER, PITTSBURGH, PA (Address of principal executive offices)		15212-5851 (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:

- 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Item 5.02(e) - Amendment and Restatement of Change in Control Agreements

As of September 30, 2019, Matthews International Corporation (the "Company") and each of its executive officers, including each of the Company's "named executive officers" (those executive officers who are listed in the compensation disclosure in the Company's Notice of Annual Meeting and Proxy Statement dated January 22, 2019) have signed a Change in Control Agreement in the form previously approved by the Compensation Committee of the Board of Directors of the Company (hereinafter, the "Change in Control Agreements"). The Change in Control Agreements are each based on an identical form of agreement.

The Change in Control Agreements provide each executive with the following severance payments and benefits in the event that the executive's employment is terminated by the Company without "Cause" (other than due to death or disability) or by the executive for "Good Reason" during the two-year period immediately following a Change in Control of the Company (or in certain circumstances during the period prior to a Change in Control):

- a lump-sum cash payment equal to two times the executive's base salary, plus two times the executive's target annual bonus for the year of termination;
- continued participation at the Company's expense for 24 months in all medical, dental and accidental death and disability plans which cover the executive and the executive's eligible dependents (subject to offset if the executive becomes covered due to future employment);
- full vesting of outstanding equity awards;
- and
- eligibility for benefits under any post-retirement health care plans if the executive would have otherwise become eligible for those benefits by remaining employed through the second anniversary of the employment termination date, commencing on the later of the date that such coverage would have become first available and the date on which the executive's post-employment participation in the Company's benefit plans terminates.

None of the Company's executive officers are entitled to any "gross-up" payments under the Change in Control Agreements with respect to any golden parachute excise taxes which may be imposed on payment and benefits under the agreements. Under certain circumstances, an executive's payments and benefits under the agreement may be reduced in order to avoid the imposition of such taxes. In addition, severance payments under the agreement are subject to the executive's execution of a release of claims in favor of the Company and compliance with certain restrictive covenants (such as non-solicitation and non-competition covenants).

Generally, for purposes of the Change in Control Agreements, a Change in Control occurs if: (i) the Company acquires actual knowledge that any person other than the Company, its subsidiaries or any employee benefit plan(s) sponsored by the Company has acquired the beneficial ownership, directly or indirectly, of securities of the Company entitling such person to 20% or more of the voting power of the Company; (ii) at any time fewer than 60% of the members of the Board of Directors of the Company (excluding vacant seats) shall be individuals who were either (x) Directors on the date the Change in Control Agreements were executed or (y) individuals whose election, or nomination for election, was approved by a vote of at least two-thirds of the Directors then still in office who were Directors on the date the Change in Control Agreements were executed or who were so approved; (iii) there is consummated a merger, consolidation, share exchange, division or sale or other disposition of assets of the Company as a result of which the shareholders of the Company immediately prior to such transaction shall not hold, directly or indirectly, immediately following such transaction, a majority of the voting power of (x) in the case of a merger or consolidation, the surviving or resulting corporation, (y) in the case of a share exchange, the acquiring corporation or (z) in the case of a division or a sale or other disposition of assets, each surviving, resulting or acquiring corporation which, immediately following the transaction, holds more than 30% of the consolidated assets of the Company immediately prior to the transaction; or (iv) the commencement of any liquidation or dissolution of the Company.

"Cause" for termination by the Company of the executive officer's employment for purposes of the Change in Control Agreements generally means: (i) the willful and continued failure by the executive officer to substantially perform the executive officer's duties with the Company after a written demand for substantial performance is delivered to the executive officer by the Board of Directors of the Company, in which the demand specifically identifies the manner in which the Board of Directors believes that the executive officer has not substantially performed the executive officer's duties, or (ii) the willful engaging by the executive officer in conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise.

"Good Reason" for termination by the executive officer of the executive officer's employment shall mean the occurrence after any Change in Control, or prior to a Change in Control during which there is a potential Change in Control, of any one of the following acts by the Company, or failures by the Company to act, unless such act or failure to act is corrected prior to the date of termination

of an executive officer's services: (i) the assignment to the executive officer of any duties inconsistent with the executive officer's prior position within the Company or a substantial diminution in the nature or status of the executive officer's responsibilities from those in effect immediately prior to the Change in Control; (ii) a reduction by the Company in the executive officer's annual base salary as in effect on the date of the Change in Control Agreement or as the same may be increased from time to time; (iii) the relocation of the executive officer's principal place of employment to a location more than 50 miles from the executive officer's principal place of employment immediately prior to the Change in Control or the Company's requiring the executive officer to be based anywhere other than such principal place of employment (or permitted relocation thereof) except for required travel on the Company's business to an extent substantially consistent with the executive officer's business travel obligations immediately prior to the Change in Control; (iv) the failure by the Company to pay to the executive officer any portion of the executive officer's current compensation, or to pay to the executive officer any portion of an installment of deferred compensation under any deferred compensation program of the Company, within thirty (30) days of the date such compensation is due; (v) the failure by the Company to continue in effect any compensation plan in which the executive officer participates immediately prior to the Change in Control which is material to the executive officer's total compensation, unless an equitable arrangement has been made with respect to such plan, or the failure by the Company to continue the executive officer's participation therein on a basis not materially less favorable, both in terms of the amount or timing of payment of benefits provided and the level of the executive officer's participation relative to other participants, as existed immediately prior to the Change in Control; (vi) the failure by the Company to continue to provide the executive officer with benefits substantially similar to those enjoyed by the executive officer under any of the Company's life insurance, health and accident or disability plans in which the executive officer was participating immediately prior to the Change in Control, the taking of any other action by the Company which would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the executive officer at the time of the Change in Control, or the failure by the Company to provide the executive officer with the number of paid vacation days to which the executive officer is entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect at the time of the Change in Control; (vii) any purported termination of the executive officer's employment which is not effected pursuant to a notice of termination satisfying the requirements of the Change in Control Agreement; or (viii) the failure of any successor to the Company to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in accordance with its terms prior to the effectiveness of any such succession.

Each of the Change in Control Agreements has an initial five-year term and will thereafter automatically renew for additional one-year periods, absent delivery of notice of non-renewal by either party.

The preceding summary of the form Change in Control Agreement is qualified in its entirety by reference to the full text of such form of agreement, a complete copy of which is attached as Exhibit 10.1 and is hereby incorporated by reference in response to this Item 5.02(e).

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Form of Change in Control Agreement by and between the Company and each of its executive officers*

* Management contract or compensatory plan. Copies of individual Change in Control Agreements have been omitted pursuant to Instruction 2 of Item 601 of Regulation S-K because the Change in Controls Agreements are substantially identical in all material respects except as to the parties thereto and certain other aspects that are discussed in this report. The Company agrees to furnish supplementally to the U.S. Securities and Exchange Commission a copy of any omitted agreement upon request.

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: October 3, 2019

MATTHEWS INTERNATIONAL CORPORATION**CHANGE IN CONTROL AGREEMENT**

THIS AGREEMENT is made effective September __, 2019 (the "Effective Date"), by and between Matthews International Corporation, a Pennsylvania corporation (the "Company"), and _____ (the "Executive").

WHEREAS, the Executive serves as _____; and

WHEREAS, the Company and the Executive wish to enter into this Change in Control Agreement (this "Agreement");

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Executive hereby agree as follows:

1. Defined Terms. Definitions of capitalized terms used in this Agreement are provided in the last Section of this Agreement.
 2. Term. This Agreement shall terminate on the fifth anniversary of the Effective Date. The term of this Agreement shall be automatically extended thereafter for successive one (1) year periods unless, at least nine (9) months prior to the fifth anniversary of the Effective Date or the then current succeeding one-year extended term of this Agreement, the Company or Executive has notified the other that the term hereunder shall expire at the end of the then-current term. No notice of non-renewal may be delivered by the Company during a Potential Change in Control Period. In addition, the term of this Agreement shall not expire before the second anniversary of a Change in Control that occurs within the term of this Agreement. The initial term of this Agreement, as it may be extended under this Section 2, is herein referred to as the "Term."
 3. Company's Covenants Summarized. In order to induce the Executive to remain in the employ of the Company and in consideration of the Executive's continued employment, the Company agrees, under the conditions described herein, to pay the Executive the Severance Payments and the other payments and benefits described in this Agreement. Except as provided in Section 5.1 of this Agreement, no Severance Payments (as defined in Section 5) shall be payable under this Agreement unless there shall have been a termination of the Executive's employment with the Company during the Change in Control Period. This Agreement shall not be construed as creating an express or implied contract of employment and, except as otherwise agreed in writing between the Executive and the Company, the Executive shall not have any right to be retained in the employ of the Company.
 4. Compensation Other Than Severance Payments.
 1. If the Executive's employment shall be terminated for any reason during the Change in Control Period, the Company shall pay the Executive's full salary to the Executive through the Date of Termination at the rate in effect immediately prior to the Date of Termination or, if Section 18(n)(ii) is applicable as an event or circumstance constituting Good Reason, the rate in effect immediately prior to such event or circumstance, together with all compensation and benefits payable to the Executive through the Date of Termination under the terms of the Company's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Date of Termination (or, if more favorable to the Executive, as in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason).
 2. If the Executive's employment shall be terminated for any reason during the Change in Control Period, the Company shall pay to the Executive the Executive's normal post-termination compensation and benefits as such payments become due. Such post-termination compensation and benefits shall be determined under, and paid in accordance with, the Company's retirement, insurance and other compensation or benefit plans, programs and arrangements as in effect immediately prior to the Date of Termination or, if more favorable to the Executive, as in effect immediately prior to the occurrence of the first event or circumstance constituting Good Reason.
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5. Severance
Payments.

1. If the Executive's employment is terminated during the Change in Control Period, other than (A) by the Company for Cause, (B) by Reason of death or Disability, or (C) by the Executive without Good Reason, then the Company shall pay the Executive the amounts and provide the Executive the benefits described in this Section 5 (collectively, the "Severance Payments") in addition to any payments and benefits to which the Executive is entitled under Section 4 of this Agreement. For purposes of this Agreement, the Executive's employment shall be deemed to have been terminated during the Change in Control Period and during the Term by the Company without Cause or by the Executive with Good Reason if (i) the Executive's employment is terminated by the Company without Cause during a Potential Change in Control Period, or (ii) the Executive terminates the Executive's employment for Good Reason during a Potential Change in Control Period. In the event that the Executive's employment is terminated in the manner described in the preceding sentence during the Change in Control Period, but prior to the Change in Control, a Change in Control shall be deemed to have occurred immediately preceding such termination for purposes of Section 5.1(d) hereof, except with respect to equity awards (other than stock options and stock appreciation rights) held by the Executive which are intended to constitute qualified performance based compensation for purposes of Section 162(m) of the Code and the regulations promulgated thereunder.
 - (a) In lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination and in lieu of any severance benefit otherwise payable to the Executive, the Company shall pay to the Executive a lump sum severance payment, in cash, equal to the sum of (i) two (2) times the Executive's annual base salary as in effect immediately prior to the Date of Termination or, if Section 18(n)(ii) is applicable as an event or circumstance constituting Good Reason, the rate in effect immediately prior to such event or circumstance, and (ii) two (2) times the Executive's target annual bonus as in effect immediately preceding the Date of Termination, pursuant to any annual bonus or incentive plan maintained by the Company (or, if greater, the target annual bonus for the target level of performance in effect prior to an event of Good Reason under clause (v) of such definition).
 - (b) For the twenty-four (24) month period immediately following the Date of Termination, the Company shall arrange to provide the Executive and his dependents medical, dental and accidental death and dismemberment benefits on a monthly basis that is substantially similar to such benefits as provided to the Executive and the Executive's dependents immediately prior to the Date of Termination or, if more favorable to the Executive, those provided to the Executive and his dependents immediately prior to the first occurrence of an event or circumstance constituting Good Reason, at no greater cost to the Executive than the cost to the Executive immediately prior to such date or occurrence. The parties intend that the first eighteen (18) months of continued medical and dental coverage shall not constitute a "deferral of compensation" under Treas. Reg. Sect. 1.409A-1(b), and that continued accidental death and dismemberment benefits hereunder shall qualify as a "limited payment" of an "in kind" benefit under Treas. Reg. Sect. 1.409A-1(b)(9)(v)(C) and (D). Any portion of the continued medical, dental and accidental death and dismemberment coverage under this Section 5.1(b) that is subject to Section 409A is intended to qualify as a "reimbursement or in-kind benefit plan" under Treas. Reg. Sect. 1.409A-3(i)(1)(iv). Benefits otherwise receivable by the Executive pursuant to this Section 5.1(b) shall be reduced to the extent that benefits of the same type are received by or made available by a subsequent employer to the Executive during the twenty-four (24) month period following the Date of Termination (and any such benefits received by or made available to the Executive shall be reported to the Company by the Executive); provided, however, that the Company shall reimburse the Executive for the excess, if any, of the cost of such benefits to the Executive over such cost immediately prior to the Date of Termination or, if more favorable to the Executive, the first occurrence of an event or circumstance constituting Good Reason. Any such reimbursement under this Section 5.1(b) shall be made promptly in accordance with Company policy, but in any event on or before the last day of the Executive's taxable year following the taxable year in which the expense or cost was incurred. In no event shall the amount that the Company pays for any such benefit in any one (1) year affect the amount that it will pay in any other year and in no event shall the benefits described in this paragraph be subject to liquidation or exchange.
 - (c) If the Executive would have become entitled to benefits under the Company's post-retirement health care plans, as in effect immediately prior to the Date of Termination or, if more favorable to the Executive, as in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason, had the Executive's employment terminated at any time during the period of twenty-four (24) months after the Date of Termination, the Company shall provide such post-retirement health care benefits to the Executive and the Executive's dependents commencing on the later of (i) the date on which such coverage would have first become available and (ii) the date on which the benefits described in Section 5.1(b) terminate.
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- (d) Notwithstanding any provision to the contrary in any plan or agreement maintained by or through the Company pursuant to which the Executive has been granted restricted stock, restricted stock units, stock options, stock appreciation rights or other equity based awards (each an "Equity Award") (including but not limited to any such Equity Award that automatically by its terms accelerates the vesting of such Equity Award upon a Change in Control), which was issued by the Company on or after the Effective Date, if in connection with a Change in Control (a) any restriction and/or vesting on such Equity Award or a portion of such Equity Award is not accelerated by an action of the Company's Board of Directors, (b) any restricted stock or restricted stock unit or any portion thereof is not settled in cash or cash equivalents (as such term will be interpreted by the Company's Board of Directors in its reasonable discretion), or (c) such Equity Award is not cancelled or otherwise terminates, then effective on a Date of Termination during a Change in Control Period (i.e., a double trigger acceleration event):
- (i) all service- and performance-based restrictions with respect to any then unvested restricted stock, restricted stock units or stock options (or any portion of such award that remains outstanding or any replacement award or portion of such replacement award that then remains outstanding) shall lapse and
 - (ii) all stock appreciation rights (or any portion of such stock appreciation rights that remains outstanding or any replacement award or portion of such replacement stock appreciation rights that then remains outstanding) shall be deemed fully vested and then canceled in exchange for a cash payment equal to the excess of the fair market value (as such term will be interpreted by the Company's Board of Directors in its reasonable discretion) of the shares of Company stock (or replacement equity then underlying such award) subject to the stock appreciation right on the Date of Termination, over the exercise price(s) of such stock appreciation rights.

2. Section 4999 Excise Tax.

The Executive shall bear all expense of, and be solely responsible for, all federal, state, local or foreign taxes due with respect to any payment received under the Agreement, including, without limitation, any excise tax imposed by Section 4999 of the Code (the "Excise Tax"); provided, however, that any payment or benefit received or to be received by the Executive in connection with a Change in Control or the termination of employment (whether payable under the terms of the Agreement or any other plan, arrangement or agreement with the Company or an affiliate (collectively, the "Payments") that would constitute a "parachute payment" within the meaning of Section 280G of the Code, shall be reduced to the extent necessary so that no portion thereof shall be subject to the Excise Tax but only if, by reason of such reduction, the net after-tax benefit received by the Executive shall exceed the net after-tax benefit that would be received by the Executive if no such reduction was made. For purposes of this Section 5.2:

- (a) The "net after-tax benefit" shall mean (i) the Payments which the Executive receives or is then entitled to receive from the Company or its affiliates that would constitute "parachute payments" within the meaning of Section 280G of the Code, less (ii) the amount of all federal, state and local income and employment taxes payable by the Executive with respect to the foregoing calculated at the highest marginal income tax rate for each year in which the foregoing shall be paid to the Executive (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (iii) the amount of Excise Tax imposed with respect to the payments and benefits described in (i) above.
 - (b) All determinations under this Section 5.2 will be made by an accounting firm or law firm that is selected for this purpose by the Company's Chief Executive Officer prior to the Change in Control (the "280G Firm"). All fees and expenses of the 280G Firm shall be borne by the Company. The Company will direct the 280G Firm to submit any determination it makes under this Section 5.2 and detailed supporting calculations to the Executive and the Company as soon as reasonably practicable.
 - (c) If the 280G Firm determines that one or more reductions are required under this Section 5.2, the 280G Firm shall also determine which Payments shall be reduced, and the Company shall pay such reduced amount to the Executive. The 280G Firm shall make reductions required under this Section 5.2 in a manner that maximizes the net after-tax amount payable to the Executive. If a reduction in the Payments is required under this Section 5.2(c), the Payments shall be reduced in the following order: (A) reduction of any cash payment (excluding any cash payment with respect to the acceleration of equity awards) that is otherwise payable to the Executive that is exempt from Section 409A of the Code; (B) reduction of any other payments or benefits otherwise payable to the Executive (other than those described in clause (C) below) on a pro-rata basis or such other manner that complies with Section 409A of the Code; and (C) reduction of any payment or benefit with respect to the acceleration of
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equity awards that is otherwise payable to the Executive (on a pro-rata basis as between equity awards that are covered by Section 409A of the Code and those that are not (or such other manner that complies with Section 409A of the Code)).

- (d) As a result of the uncertainty in the application of Section 280G at the time that the 280G Firm makes its determinations under this Section 5.2, it is possible that amounts will have been paid or distributed to the Executive that should not have been paid or distributed (collectively, the "Overpayments"), or that additional amounts should be paid or distributed to the Executive (collectively, the "Underpayments"). If the 280G Firm determines, based on either the assertion of a deficiency by the Internal Revenue Service against the Company or the Executive, which assertion the 280G Firm believes has a high probability of success, or controlling precedent or substantial authority, that an Overpayment has been made, the Executive must repay the Overpayment to the Company, without interest; provided, however, that no loan will be deemed to have been made and no amount will be payable by the Executive to the Company unless, and then only to the extent that, the deemed loan and payment would either reduce the amount on which the Executive is subject to tax under Section 4999 of the Code or generate a refund of tax imposed under Section 4999 of the Code. If the 280G Firm determines, based upon controlling precedent or substantial authority, that an Underpayment has occurred, the 280G Firm will notify the Executive and the Company of that determination and the amount of that Underpayment will be paid to the Executive promptly by the Company.
- (e) The parties will provide the 280G Firm access to and copies of any books, records and documents in their possession as reasonably requested by the 280G Firm, and otherwise cooperate with the 280G Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Section 5.2.
3. The Company also shall reimburse the Executive for reasonable and documented legal fees and expenses incurred by the Executive in disputing in good faith any issue hereunder relating to the termination of the Executive's employment or in seeking in good faith to obtain or enforce any benefit or right provided by this Agreement. Such payments shall be made within ten (10) business days after delivery of the Executive's written request for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require. Any such reimbursement under this Section 5.3 shall be made promptly in accordance with the Company then-standard payment terms, but in any event on or before the last day of the Executive's taxable year following the taxable year in which the expense or cost was incurred.
4. The Company shall pay the cash amounts described in this Section 5 and shall provide the benefits described in this Section 5 to the Executive on the first business day after the effectiveness of the General Release described in Section 11(b), subject to the provisions of Section 15 with respect to compliance with Section 409A of the Code. Any cash amounts, the payment of which is subject to delay pursuant to the operation of Section 15, shall be paid with interest at the applicable federal rate under Section 1274 of the Code determined as of the Date of Termination. If payments are not made in the time frame required by this Section 5.4, interest on the unpaid amounts will accrue at 120% of the rate provided in Section 1274(b)(2)(B) of the Code determined as of the first day following the time frame provided for herein until the date such payments are actually made. At the time that payments are made under this Agreement, the Company shall provide the Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations including, without limitation, any opinions or other advice the Company has received from the 280G Firm or other advisors (and any such opinions or advice which are in writing shall be attached to the statement).
5. Severance Payments In Lieu of Other Severance Benefits. Except with respect to the terms of any Equity Award or unvested award under the Company's long-term incentive program or successor plan or with respect to the terms of any retirement plans (including all tax-qualified and non-qualified pension or retirement plans in which the Executive participates) or deferred compensation plans, or any successor plans thereto (collectively, the "Management Incentives"), Severance Payments made under this Section 5 shall be in lieu of any severance benefit otherwise payable to the Executive.
6. Termination Procedures and Compensation During Dispute.
1. Notice of Termination. During the Change in Control Period, any purported termination of the Executive's employment (other than by reason of death) shall be communicated by written Notice of Termination from one party hereto to the other party hereto in accordance with Section 9 of this Agreement. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement
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relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

2. Date of Termination. "Date of Termination," with respect to any purported termination of the Executive's employment during the Change in Control Period, shall mean (i) if the Executive's employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided that the Executive shall not have returned to the full-time performance of the Executive's duties during such thirty (30) day period), and (ii) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination (which, in the case of a termination by the Company, shall not be less than thirty (30) days (except in the case of a termination for Cause) and, in the case of a termination by the Executive, shall not be less than thirty (30) days nor more than sixty (60) days, respectively, from the date such Notice of Termination is given).
 3. Dispute Concerning Termination. If within fifteen (15) days after any Notice of Termination is given, or, if later, prior to the Date of Termination (as determined without regard to this Section 6.3), the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination, the Date of Termination shall be extended until the date on which the dispute is finally resolved, either by mutual written agreement of the parties or by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected); provided, however, that the Date of Termination shall be extended by a notice of dispute given by the Executive only if such notice is given in good faith and the Executive pursues the resolution of such dispute with reasonable diligence.
 4. Compensation During Dispute. If a purported termination occurs following a Change in Control and the Date of Termination is extended in accordance with Section 6.3 of this Agreement, the Company shall continue to pay the Executive the full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, salary) and continue the Executive as a participant in all compensation, benefit and insurance plans in which the Executive was participating and under the same terms of participation when the notice giving rise to the dispute was given, until the Date of Termination, as determined in accordance with Section 6.3 of this Agreement. Amounts paid under this Section 6.4 are in addition to all other amounts due under this Agreement (other than those due under Section 4.1 of this Agreement) and shall not be offset against or reduce any other amounts due under this Agreement. Notwithstanding anything to the contrary in Section 6.3 and this Section 6.4, if the Company, after delivery of a Notice of Termination, promptly (and in any event within thirty (30) days) determines that grounds existed prior to the delivery of the Notice of Termination to terminate the Executive's employment for Cause after complying with the procedural requirements of this Agreement, the Company shall have the right to recover any payments that have been made to the Executive or on the Executive's behalf under this Agreement including but not limited to offset against or reduction of any amounts due under this Agreement or otherwise.
 7. No Mitigation. The Company agrees that under this Agreement, if the Executive's employment with the Company terminates, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 5 of this Agreement or Section 6.4 of this Agreement in order to receive such amounts. Further, the amount of any payment or benefit provided for in this Agreement (other than as specifically provided in Section 5.1(b) of this Agreement) shall not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise.
 8. Successors: Binding Agreement.
 1. In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company to expressly assume and agree to perform this Agreement in accordance with its terms.
 2. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive shall die while any amount would still be payable to the Executive hereunder (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate.
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9. Notice. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery if delivered by hand, (b) on the date of transmission, if delivered by confirmed e-mail, (c) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive: at the address (or to the e-mail address) shown on the records of the Company.

If to the Company: Matthews International Corporation, Two NorthShore Center, Pittsburgh, PA 15212 Attention: Secretary (e-mail address: []), or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

10. Obligations after the Date of Termination.

- (a) Confidentiality. The Executive agrees that the Executive shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Executive's employment and for the benefit of the Company, at any time following the Date of Termination, any nonpublic, proprietary or confidential information, knowledge or data relating to the Company, any of its subsidiaries, affiliated companies or businesses, which shall have been obtained by the Executive during the Executive's employment by the Company. The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Executive, (ii) becomes known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive, or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided that the Executive provides the Company with prior notice of the contemplated disclosure and reasonably cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). Notwithstanding clauses (i) and (ii) of the preceding sentence, the Executive's obligation to maintain such disclosed information in confidence shall not terminate where only portions of the information are in the public domain.
- (b) Non-Solicitation. The Executive agrees that for the twelve (12) month period following the Date of Termination, the Executive will not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, knowingly (i) solicit, aid or induce any managerial level employee of the Company or any of its subsidiaries or affiliates to leave such employment in order to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or knowingly take any action to materially assist or aid any other person, firm, corporation or other entity in identifying or hiring any such employee (provided that the foregoing shall not be violated by general advertising not targeted at Company employees nor by serving as a reference for an employee with regard to an entity with which the Executive is not affiliated) or (ii) induce or attempt to induce any customer, supplier, licensee or other individual, corporation or other business organization having a business relationship with the Company or any of its subsidiaries to cease doing business with the Company or any of its subsidiaries or in any way interfere with the relationship between any such customer, supplier, licensee or other person and the Company or any of its subsidiaries. For the avoidance of doubt, if a managerial level employee on his or her own initiative contacts the Executive for the primary purpose of securing alternative employment, any action taken by the Executive thereafter shall not be deemed a breach of this Section 10(b).
- (c) Non-Competition. The Executive acknowledges that the Executive performs services of a unique nature for the Company that are irreplaceable and that the Executive's performance of such services to a competing business will result in irreparable harm to the Company. The Executive agrees that for a period of twelve (12) months following the Date of Termination, the Executive will not, directly or indirectly, become connected with, promote the interest of, or engage in any other business or activity competing with the business of the Company within the geographical area in which the business of the Company is conducted.
- (d) Non-Disparagement. Each of the Executive and the Company (for purposes hereof, "the Company") shall mean only (i) the Company by press release or otherwise and (ii) the executive officers and directors thereof and not any other employees) agrees not to make any statements that disparage the other party, or in the case of the Company, its respective affiliates, officers, directors, products or services. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) or otherwise as required by law shall not be subject to this Section 10(d).
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- (e) Return of Company Property and Records. The Executive agrees that upon termination of the Executive's employment, for any cause whatsoever, the Executive will surrender to the Company in good condition (reasonable wear and tear excepted) all property and equipment belonging to the Company and all records kept by the Executive containing the names, addresses or any other information with regard to customers or customer contacts of the Company, or concerning any proprietary or confidential information of the Company or any operational, financial or other documents given to the Executive during the Executive's employment with the Company.
- (f) Cooperation. The Executive agrees that, following termination of the Executive's employment for any reason, the Executive shall upon reasonable advance notice, and to the extent it does not interfere with previously scheduled travel plans and does not unreasonably interfere with other business activities or employment obligations, assist and cooperate with the Company with regard to any matter or project in which the Executive was involved during the Executive's employment, including any litigation. The Company shall compensate the Executive at either the higher of the Executive's salary rate (calculated based on the number of hours of service provided to the Company) immediately prior to the Date of Termination or for any lost wages (or, if the Executive is not then employed, provide reasonable compensation as determined by the Compensation Committee) and expenses associated with such cooperation and assistance.
- (g) Equitable Relief and Other Remedies. The parties acknowledge and agree that the other party's remedies at law for a breach or threatened breach of any of the provisions of this Section 10 would be inadequate and, in recognition of this fact, the parties agree that, in the event of such a breach or threatened breach, in addition to any remedies at law, the other party, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available. The restrictive covenant periods contain in Section 10 shall be tolled during any period of non-compliance.
- (h) Reformation. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 10 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state.
- (i) Survival of Provisions. The obligations contained in this Section 10 shall survive the termination or expiration of the Executive's employment with the Company and shall be fully enforceable thereafter.

11. Conditions. Any payments or benefits made or provided pursuant to this Agreement are subject to the Executive's:

- (a) compliance with the provisions of Sections 10(a), 10(b), 10(c) and 10(e) hereof;
- (b) delivery to the Company of an executed Agreement and General Release (the "General Release"), which shall be substantially in the form attached hereto as Appendix A (with such changes therein or additions thereto as needed under then applicable law to give effect to its intent and purpose) within the period set forth in the General Release; and
- (c) delivery to the Company of a resignation from all offices, directorships and fiduciary positions with the Company, its affiliates and employee benefit plans with the General Release.

If the Executive fails to return an executed General Release to the Company within such twenty-one (21) day period, or the Executive subsequently revokes such timely release, the Company shall not have any obligation to pay any amounts or benefits under Section 5 of this Agreement. The Executive shall provide the General Release in the same manner as providing written notice to the Company under Section 9 above.

12. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and the President of the Company or his designee. No waiver by either party hereto at any time of any breach by the other party hereto of, or of any lack of compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of Pennsylvania without regard to its conflicts of law principles. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law and any additional withholding to which the Executive has agreed. The obligations of the Company and the Executive under this Agreement which by their nature may require either partial or total performance after its expiration shall survive any such expiration.
 13. Validity; Counterparts. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
 14. Supersedes All Other Agreements. Except with respect to any agreements or plans governing Management Incentives, this Agreement supersedes any other agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof which have been made by either party, provided, for the avoidance of doubt, that Section 5.1(d) and Section 5.2 hereof shall govern, and apply to, any Payments under any Management Incentives. Notwithstanding the foregoing, Sections 10(b), 10(c) or 10(d) shall not supersede any other written agreement with respect to the subject matter thereof which have been made by the parties hereto.
 15. Section 409A. It is the intention of the Company and the Executive that this Agreement not result in taxation of the Executive under Section 409A of the Code and the regulations and guidance promulgated thereunder and that the Agreement shall be construed and administered in accordance with such intention. Notwithstanding the foregoing, the Company shall in no event be obligated to indemnify the Executive for any taxes or interest that may be assessed by the IRS pursuant to Section 409A of the Code. Notwithstanding anything to the contrary herein, if the Executive is a "specified employee" (within the meaning of Section 409A(a)(2)(B)(i) of the Code) with respect to the Company, any amounts (or benefits) otherwise payable to or in respect of the Executive under this Agreement pursuant to the Executive's termination of employment with the Company shall be delayed to the extent required so that taxes are not imposed on the Executive pursuant to Section 409A of the Code, and shall be paid upon the earliest date permitted by Section 409A(a)(2) of the Code. For purposes of this Agreement, the Executive's employment with the Company, the Company and their Affiliates will not be treated as terminated unless and until such termination of employment constitutes a "separation from service" for purposes of Section 409A of the Code.
 16. Settlement of Disputes. All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim and shall further allow the Executive to appeal to the Board a decision of the Board within sixty (60) days after notification by the Board that the Executive's claim has been denied.
 17. Arbitration. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Pittsburgh, Pennsylvania, in accordance with the rules of the American Arbitration Association then in effect; provided, however, that the evidentiary standards set forth in this Agreement shall apply. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Notwithstanding any provision of this Agreement to the contrary, the Executive shall be entitled to seek specific performance of the Executive's right to be paid until the Date of Termination during the pendency of any dispute or controversy arising under or in connection with this Agreement.
 18. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated below:
 - (a) "Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.
 - (b) "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Exchange Act.
 - (c) "Board" shall mean the Board of Directors of the Company.
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(d) "Cause" for termination by the Company of the Executive's employment shall mean (i) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Company (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or any such actual or anticipated failure after the issuance of a Notice of Termination for Good Reason by the Executive pursuant to Section 6.1 of this Agreement) after a written demand for substantial performance is delivered to the Executive by the Board, in which the demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties, or (ii) the willful engaging by the Executive in conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise. For purposes of clauses (i) and (ii) of this definition, (x) no act, or failure to act, on the Executive's part shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interest of the Company and (y) in the event of a dispute concerning the application of this provision, no claim by the Company that Cause exists shall be given effect unless the Company establishes to the Board by clear and convincing evidence that Cause exists. Notwithstanding the foregoing, Cause shall not include any act or omission of which the Audit Committee of the Board (or the full Board) has had actual knowledge of all material facts related thereto for at least ninety (90) days without asserting that the act or omission constitutes Cause.

(e) "Change in Control," for purposes of this Agreement, shall mean any of the following events:

- (i) the Company acquires actual knowledge that any Person other than the Company, its subsidiary or any employee benefit plan(s) sponsored by the Company has acquired the Beneficial Ownership, directly or indirectly, of securities of the Company entitling such Person to 20% or more of the Voting Power of the Company; or at any time fewer than 60% of the members of the Board (excluding vacant seats) shall be individuals who were either (i) Directors on the Effective Date or (ii) individuals whose election, or nomination for election, was approved by a vote (including a vote approving a merger or other agreement providing the membership of such individuals on the Board of Directors) of at least two-thirds of the Directors then still in office who were Directors on the Effective Date or who were so approved (other than an individual whose initial assumption of office is in connection with an actual or threatened election contest or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board relating to the election of Directors which would be subject to Rule 14a-11 under the Exchange Act, or any successor rule, including by reason of any agreement intended to avoid or settle any such election contest or proxy contest); or there is consummated a merger, consolidation, share exchange, division or sale or other disposition of assets of the Company as a result of which the shareholders of the Company immediately prior to such transaction shall not hold, directly or indirectly, immediately following such transaction, a majority of the Voting Power of (i) in the case of a merger or consolidation, the surviving or resulting corporation, (ii) in the case of a share exchange, the acquiring corporation or (iii) in the case of a division or a sale or other disposition of assets, each surviving, resulting or acquiring corporation which, immediately following the transaction, holds more than 30% of the consolidated assets of the Company immediately prior to the transaction; or the commencement of any liquidation or dissolution of the Company (other than pursuant to any transfer of 70% or more of the consolidated assets of the Company to an entity or entities controlled by the Company or its shareholders following such liquidation or dissolution);

provided, however, that if securities beneficially owned by the Employee are included in determining the Beneficial Ownership of a Person referred to in paragraph (i) above, then no Change in Control with respect to the Employee shall be deemed to have occurred by reason of such event.

Within five (5) days after a Change in Control has occurred, the Company shall deliver to the Executive a written statement memorializing the date that the Change in Control occurred.

- (f) "Change in Control Period" means the period commencing six months prior to a Change in Control and ending 24 months following a Change in Control.
- (g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and any successor Code, and related rules, regulations and interpretations.
- (h) "Company" shall mean Matthews International Corporation and, except in determining under Section 18(e) hereof whether or not any Change in Control of the Company has occurred, shall include any successor to its business or assets.
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- (i) "Date of Termination" shall have the meaning set forth in Section 6.2 of this Agreement.
- (j) "Disability" shall be deemed the reason for the termination by the Company of the Executive's employment, if, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from the full-time performance of the Executive's duties with the Company for a period of six (6) consecutive months, the Company shall have given the Executive a Notice of Termination for Disability, and, within thirty (30) days after such Notice of Termination is given, the Executive shall not have returned to the full-time performance of the Executive's duties.
- (k) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.
- (l) "Excise Tax" shall mean any excise tax imposed under Section 4999 of the Code.
- (m) "Executive" shall mean the individual named in the preamble to this Agreement.
- (n) "Good Reason" for termination by the Executive of the Executive's employment shall mean the occurrence (without the Executive's express written consent) after any Change in Control, or prior to a Change in Control under the circumstances described in the second sentence of Section 5.1 (treating all references in subsections (i) through (vi) below to a "Change in Control" as references to a "Potential Change in Control"), of any one of the following acts by the Company, or failures by the Company to act, unless such act or failure to act is corrected prior to the Date of Termination specified in the Notice of Termination given in respect thereof:
- (i) the assignment to the Executive of any duties inconsistent with the Executive's status as [POSITION] of the Company or a substantial diminution in the nature or status of the Executive's responsibilities from those in effect immediately prior to the Change in Control;
 - (ii) a reduction by the Company in the Executive's annual Base Salary as in effect on the date of this Agreement or as the same may be increased from time to time;
 - (iii) the relocation of the Executive's principal place of employment to a location more than fifty (50) miles from the Executive's principal place of employment immediately prior to the Change in Control or the Company's requiring the Executive to be based anywhere other than such principal place of employment (or permitted relocation thereof) except for required travel on the Company's business to an extent substantially consistent with the Executive's business travel obligations immediately prior to the Change in Control;
 - (iv) the failure by the Company to pay to the Executive any portion of the Executive's current compensation, or to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within thirty (30) days of the date such compensation is due;
 - (v) the failure by the Company to continue in effect any compensation plan in which the Executive participates immediately prior to the Change in Control which is material to the Executive's Target Compensation relative to the Executive's average total Target Compensation for the three most recently completed fiscal years preceding the Change in Control, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or the failure by the Company to continue the Executive's participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, in terms of the amount, timing of payment of benefits and award structure (i.e., base salary, cash incentive and equity incentive) provided and the level of the Executive's participation relative to other participants, as existed immediately prior to the Change in Control;
 - (vi) the failure by the Company to continue to provide the Executive with benefits substantially similar to those enjoyed by the Executive under any of the Company's life insurance, health and accident or disability plans in which the Executive was participating immediately prior to the Change in Control, the taking of any other action by the Company which would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of the Change in Control, or the failure by the Company to provide the Executive with the number of paid vacation days to which the Executive is entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect at the time of the Change in Control; provided, however, that this paragraph shall not be construed to require the Company to provide the Executive with a defined benefit pension plan if no such plan is provided to similarly situated executive officers of the Company or its Affiliates;
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- (vii) any purported termination of the Executive's employment which is not effected pursuant to a Notice of Termination satisfying the requirements of Section 6.1 of this Agreement; for purposes of this Agreement, no such purported termination shall be effective; or
- (viii) the failure of any successor to the Company (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in accordance with its terms prior to the effectiveness of any such succession.

The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder.

Notwithstanding anything to the contrary above, the Executive shall not have "Good Reason" to terminate employment due solely to a suspension of the Executive's position, job functions, authorities, duties and responsibilities while on paid administrative leave due to a reasonable belief by the Board that the Executive has engaged in conduct that would give adequate grounds to terminate the Executive's employment for Cause.

- (o) "Notice of Termination" shall have the meaning set forth in Section 6.1 of this Agreement.
- (p) "Payments" shall have the meaning set forth in Section 5.2 of this Agreement.
- (q) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its direct or indirect Subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions and with substantially the same voting rights as their ownership and voting rights with respect to the Company.
- (r) "Potential Change in Control" shall be deemed to have occurred if the event set forth in any one of the following subsections shall have occurred:
- (i) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;
 - (ii) the Company or any Person publicly announces an intention to take or to consider taking actions which, if consummated, would constitute a Change in Control;
 - (iii) any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing thirty percent (30%) or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding securities; or
 - (iv) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.
- (s) "Potential Change in Control Period" shall commence upon the occurrence of a Potential Change in Control and shall lapse upon the occurrence of a Change in Control or, if earlier (i) with respect to a Potential Change in Control occurring pursuant to clause (i) of the Potential Change in Control definition, immediately upon the abandonment or termination of the applicable agreement, (ii) with respect to a Potential Change in Control occurring pursuant to clause (ii) of the Potential Change in Control definition, immediately upon a public announcement by the applicable party that such party has abandoned its intention to take or consider taking actions which if consummated would result in a Change in Control, or (iii) with respect to a Potential Change in Control occurring pursuant to clause (iii) or (iv) of the Potential Change in Control definition, upon the one (1) year anniversary of the occurrence of a Potential Change in Control (or such earlier date as may be determined by the Board).
- (t) "Subsidiary" shall mean any corporation within the meaning of Section 424(f) of the Code.
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- (u) "Target Compensation" shall mean the total anticipated compensation for the Executive at target level of performance as determined by the compensation committee of the Board or the Board. For the avoidance of doubt, so long as the Company is obligated to disclose "Compensation Discussion and Analysis" in connection with Form 10-K or proxy statement for an annual meeting of the Company's shareholders, any target level of compensation described therein for executive, shall be determinative of the Executive's target level of compensation for that element of Target Compensation for the applicable year.
- (v) "Term" shall mean the period of time described in Section 2 of this Agreement.
- (w) "Voting Power" of a corporation shall mean such number of the Voting Shares as shall enable the holders thereof to cast such percentage of all the votes which could be cast in an annual election of directors (without consideration of the rights of any class of stock other than the common stock of a corporation to elect directors by a separate class vote).
- (x) "Voting Shares" shall mean all securities of a corporation entitling the holders thereof to vote in an annual election of Directors (without consideration of the rights of any class of stock other than the common stock of the corporation to elect directors by a separate class vote).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this agreement.

MATTHEWS INTERNATIONAL CORPORATION

By:

Its:

Date:

EXECUTIVE

By:

Title:

Date:

APPENDIX A

FORM OF RELEASE

AGREEMENT AND GENERAL RELEASE

Matthews International Corporation, its affiliates, subsidiaries, divisions, successors and assigns in such capacity, and the current, future and former employees, officers, directors, trustees and agents thereof (collectively referred to throughout this Agreement as "Employer"), and _____ ("Executive"), the Executive's heirs, executors, administrators, successors and assigns (collectively referred to throughout this Agreement as "Employee") agree:

1. Last Day of Employment. Executive's last day of employment with Employer is _____. In addition, effective as of [DATE], Executive resigns from the Executive's positions as _____ of the Employer and will not be eligible for any benefits or compensation after _____ other than as specifically provided under the Change in Control Agreement between Employer and Executive effective as of [DATE] (the "Change in Control Agreement"), and any agreements or plans governing Management Incentives. Executive further acknowledges and agrees that, after [DATE], the Executive will not represent the Executive as being a director, employee, officer, trustee, agent or representative of Employer for any purpose. In addition, effective as of [DATE], Executive resigns from all offices, directorships, trusteeships, committee memberships and fiduciary capacities held with, or on behalf of, Employer or any benefit plans of Employer. These resignations will become irrevocable as set forth in Section 3 below.

2. Consideration. The parties acknowledge that this Agreement and General Release is being executed in accordance with Section 11 of the Change in Control Agreement.

3. Revocation. Executive may revoke this Agreement and General Release for a period of seven (7) calendar days following the day Executive executes this Agreement and General Release. Any revocation within this period must be submitted, in writing, to Employer and state, "I hereby revoke my acceptance of our Agreement and General Release." The revocation must be personally delivered to Employer's Secretary, or his/her designee, or mailed to Matthews International Corporation, Two NorthShore Center, Pittsburgh, PA 15212 Attention: Secretary, and postmarked within seven (7) calendar days of execution of this Agreement and General Release. This Agreement and General Release shall not become effective or enforceable until the revocation period has expired. If the last day of the revocation period is a Saturday, Sunday or legal holiday in Pittsburgh, Pennsylvania, then the revocation period shall not expire until the next following day which is not a Saturday, Sunday or legal holiday.

4. General Release of Claim. Subject to the full satisfaction by the Employer of its obligations under the Change in Control Agreement, Employee knowingly and voluntarily releases and forever discharges Employer from any and all claims, causes of action, demands, fees and liabilities of any kind whatsoever, whether known or unknown, against Employer, Employee has, has ever had or may have as of the date of execution of this Agreement and General Release, including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964, as amended;
 - The Civil Rights Act of 1991;
 - Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
 - The Employee Retirement Income Security Act of 1974, as amended;
 - The Immigration Reform and Control Act, as amended;
 - The Americans with Disabilities Act of 1990, as amended;
 - The Age Discrimination in Employment Act of 1967, as amended;
 - The Older Workers Benefit Protection Act of 1990;
 - The Worker Adjustment and Retraining Notification Act, as amended;
 - The Occupational Safety and Health Act, as amended;
 - The Family and Medical Leave Act of 1993;
 - Any wage payment and collection, equal pay and other similar laws, acts and statutes of the Commonwealth of Pennsylvania;
 - Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
 - Any public policy, contract, tort or common law; or
 - Any allegation for costs, fees or other expenses including attorneys' fees incurred in these matters.
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Notwithstanding anything herein to the contrary, the sole matters to which the Agreement and General Release do not apply are: (i) Employee's express rights under any pension or claims for accrued vested benefits under any other employee benefit plan, policy or arrangement maintained by Employer or under COBRA, (ii) deferred compensation plans; (iii) Employee's rights under the provisions of the Change in Control Agreement which are intended to survive termination of employment, (iv) Employee's rights as a shareholder, or (v) Employee's rights to indemnification from Matthews International Corporation or any affiliate, whether pursuant to contract, the governing documents of the applicable entity, applicable law or otherwise.

5. No Claims Permitted. Employee waives Executive's right to file any charge or complaint against Employer arising out of Executive's employment with or separation from Employer before any federal, state or local court or any state or local administrative agency, except where such waivers are prohibited by law.

6. Affirmations. Employee affirms Executive has not filed, has not caused to be filed and is not presently a party to, any claim, complaint or action against Employer in any forum. Employee further affirms that the Executive has been paid and/or has received all compensation, wages, bonuses, commissions or benefits to which Executive may be entitled and no other compensation, wages, bonuses, commissions or benefits are due to Executive, except as provided under the Change in Control Agreement. Employee also affirms Executive has no known workplace injuries.

7. Cooperation; Return of Property. In accordance with Section 10(f) of the Change in Control Agreement, Employee agrees to reasonably cooperate with Employer and its counsel in connection with any investigation, administrative proceeding or litigation relating to any matter that occurred during Executive's employment in which Executive was involved or of which Executive has knowledge, and Employer will reimburse the Employee for any reasonable out-of-pocket travel, delivery or similar expenses incurred and lost wages (or will provide reasonable compensation if Executive is not then employed) in providing such service to Employer. The Employee represents the Executive has complied with Section 10(e) of the Change in Control Agreement regarding the return of Employer property and records.

8. Governing Law and Interpretation. This Agreement and General Release shall be governed and conformed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. In the event Employee or Employer breaches any provision of this Agreement and General Release, Employee and Employer affirm either may institute an action to specifically enforce any term or terms of this Agreement and General Release. Should any provision of this Agreement and General Release be declared illegal or unenforceable by any court of competent jurisdiction and should the provision be incapable of being modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement and General Release in full force and effect. Nothing herein, however, shall operate to void or nullify any general release language contained in the Agreement and General Release. Definitions of capitalized terms used in this Agreement and General Release, but not defined herein, shall have the meaning ascribed to it in the Change in Control Agreement.

9. No Admission of Wrongdoing. Employee agrees neither this Agreement and General Release nor the furnishing of the consideration for this Release shall be deemed or construed at any time for any purpose as an admission by Employer of any liability or unlawful conduct of any kind.

10. Amendment. This Agreement and General Release may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement and General Release.

11. Entire Agreement. This Agreement and General Release sets forth the entire agreement between the parties hereto and fully supersedes any prior agreements or understandings between the parties; provided, however, that notwithstanding anything in this Agreement and General Release, the provisions in the Change in Control Agreement which are intended to survive termination of the Change in Control Agreement, including but not limited to those contained in Section 10 thereof, shall survive and continue in full force and effect. Employee acknowledges Executive has not relied on any representations, promises or agreements of any kind made to Executive in connection with Executive's decision to accept this Agreement and General Release.

EMPLOYEE HAS BEEN ADVISED THAT EXECUTIVE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO REVIEW THIS AGREEMENT AND GENERAL RELEASE AND HAS BEEN ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT AND GENERAL RELEASE.

EMPLOYEE AGREES ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT AND GENERAL RELEASE DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

HAVING ELECTED TO EXECUTE THIS AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THE SUMS AND BENEFITS SET FORTH IN THE CHANGE IN CONTROL AGREEMENT, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EXECUTIVE HAS OR MIGHT HAVE AGAINST EMPLOYER.

[Signature page immediately follows.]

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement and General Release as of the date set forth below:

MATTHEWS INTERNATIONAL CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

EXECUTIVE:

Signature: _____

Name: _____

Date: _____