

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): August 11, 2026

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

As previously announced, on July 29, 2026, Joseph C. Bartolacci, the Company's President and Chief Executive Officer, informed Matthews International Corporation ("Matthews" or the "Company") of his decision to retire as President and Chief Executive Officer and resign as a director of the Company, and the Company's Board of Directors (the "Board") had initiated a succession process to select a successor to Mr. Bartolacci.

On August 11, 2026, the Board appointed Michael J. Whitehead, age 52, as President and Chief Executive Officer of the Company and appointed Mr. Whitehead as a director on the Board, to become effective on August 31, 2026 (the "CEO Commencement Date").

For more than the past five years, Mr. Whitehead has served in various capacities at Lincoln Electric Holdings, Inc., most recently as Executive Vice President, President, Americas Welding, since February 18, 2026; Senior Vice President, President, Americas Welding, from February 5, 2025 to February 18, 2026; Senior Vice President, President, Global Automation, Cutting and Additive Businesses from January 1, 2019 to February 5, 2025; Senior Vice President, Strategy and Business Development from August 1, 2016 to January 1, 2019; President, Lincoln Canada from January 1, 2015 to August 1, 2016; Director, New Product Development, Consumables R&D from January 1, 2012 to January 1, 2015.

There is no arrangement or understanding between Mr. Whitehead and any other person, other than the Company, pursuant to which he was appointed as an officer or director. Mr. Whitehead has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K, and there are no family relationships between Mr. Whitehead and any of the Company's directors and executive officers.

In connection with Mr. Whitehead's appointment as President and Chief Executive Officer of the Company, Mr. Whitehead and the Company entered into an offer letter dated August 5, 2026 (the "CEO Offer Letter"). The CEO Offer Letter provides that commencing on the CEO Commencement Date, Mr. Whitehead will serve as President and Chief Executive Officer of the Company.

Mr. Whitehead will receive an initial annual base salary equal to \$1,000,000 per year, subject to applicable withholdings and deductions. Mr. Whitehead's base salary will be subject to at least annual reviews for increases by the Compensation Committee of the Board (the "Compensation Committee"). In connection with Mr. Whitehead's appointment, the Company will pay Mr. Whitehead a one-time cash payment of \$300,000 (the "Transition Cash Payment"), subject to applicable withholdings and deductions, which payment shall be made within 30 days of the CEO Commencement Date, subject to Mr. Whitehead's employment by the Company through such date. In the event that Mr. Whitehead resigns from employment or Mr. Whitehead's employment is terminated for cause (as defined below) by the Company within 12 months of the CEO Commencement Date, Mr. Whitehead will be required to repay the gross amount of the Transition Cash Payment within 30 days of such separation. The Company will also provide a relocation package to Mr. Whitehead to provide for his relocation to the Pittsburgh, Pennsylvania area on or before September 1, 2027.

Commencing in fiscal year 2027, Mr. Whitehead will be eligible to participate in the Company's annual incentive compensation plan, with a target bonus opportunity under such plan equal to 100% of his annual base salary and a minimum and maximum bonus opportunity equal to 0% and 200% of his annual base salary, respectively. The Compensation Committee shall establish Company and individual performance objectives with respect to such award. In addition, Mr. Whitehead will be entitled to participate in the Company's annual incentive compensation plan for fiscal year 2026, to be paid at 100% of the target performance, prorated for the number of days of service in fiscal year 2026, if any.

In addition, as outlined in the CEO Offer Letter and commencing in fiscal year 2027, Mr. Whitehead will be eligible to receive a long-term incentive award under the Company's equity incentive plan, consisting of (i) a grant having a grant date fair value of \$3,675,000, consisting of a combination of restricted stock units and performance stock units pursuant to such terms established by the Compensation Committee, and (ii) a one-time restricted stock unit award with a grant date value of \$1,600,000, subject to a one-year vesting schedule. Mr. Whitehead will also be eligible to participate in the Company's annual long-term incentive program in future years.

In the event Mr. Whitehead's employment is terminated by the Company without cause, Mr. Whitehead will be entitled to severance benefits consisting of twenty-four (24) months of base salary continuation and his annual bonus calculated at 100% of

target performance, payable in accordance with the Company's regular payroll practices and subject to his execution of a customary release of claims. In addition, any outstanding equity awards will be retained by Mr. Whitehead and treated as though his employment had not been terminated and shall vest and be administered in accordance with the provisions applicable to a termination without cause under the Company's equity plans and applicable award agreements. Mr. Whitehead will also be entitled to compensation or other benefits as set forth in the Company's standard change in control agreement, to the extent applicable.

For purposes of the CEO Offer Letter, "cause" means, (i) the conviction of Mr. Whitehead of a felony, or the conviction of Mr. Whitehead of any crime involving moral turpitude, theft, fraud or deceit, each such conviction to be in a court of competent jurisdiction; (ii) conduct of Mr. Whitehead in direct and material violation of the Company's Code of Conduct and Business Ethics, including conduct of Mr. Whitehead which is reasonably likely to bring the Company or any of its related entities into public disgrace or disrepute; (iii) substantial or continued unwillingness or intentional failure by Mr. Whitehead to perform valid and legal work-related duties as reasonably directed by and consistent with the instructions of the Board; (iv) gross negligence or willful misconduct of Mr. Whitehead in the performance of (or failure to perform) his duties; and (v) any material breach of Mr. Whitehead's obligations under the terms and conditions of Mr. Whitehead's confidentiality, non-competition, non-solicitation and intellectual property agreement as executed as a condition of Mr. Whitehead's employment with the Company.

Mr. Whitehead will be eligible to participate in such other employee benefit plans and programs generally available to the Company's senior executives pursuant to the benefit programs maintained by the Company from time to time.

Mr. Whitehead will be employed on an at-will basis, subject to any severance protection described in the CEO Offer Letter. Mr. Whitehead will also be subject to certain covenants, including a non-competition agreement, pursuant to the confidentiality, non-competition, non-solicitation and intellectual property agreement executed simultaneously with Mr. Whitehead's commencement of employment for the Company.

This description is qualified in its entirety by reference to the full text of the CEO Offer Letter, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure

On August 11, 2026, the Company issued a press release announcing the appointment of Mr. Whitehead to the office of President and Chief Executive Officer of Matthews. A copy of the press release with respect to Mr. Whitehead's appointment is furnished hereto as Exhibit 99.1.

The information furnished pursuant to Item 7.01 of this Current Report on Form 8-K shall not be deemed "filed" for purposes of Section 18 of the Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any other filing of Matthews under the Securities Act of 1933, as amended, or the Exchange Act, except as 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 Matthews 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 risks to our ability to achieve the anticipated benefits of the joint venture transaction with Peninsula Parent LLC, d.b.a. Propelis Group ("Propelis"), 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, including changes in costs due to adjustments to tariffs or supply chain disruptions, 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 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, divestitures, and business combinations, 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 and hostilities in the Middle East, and conflicts and related sanctions or trade restrictions involving Venezuela, the Company's plans and expectations with respect to its exploration, and contemplated execution, of various strategies with respect to its portfolio of businesses, the Company's plans and expectations with respect to its Board of Directors, and other factors described in the Company's Form 10-K for the fiscal year ended September 30, 2025 and other periodic filings with the SEC. In addition, although the Company does not currently have any customers that would be considered individually significant to consolidated sales, changes in the distribution of the Company's products or the potential loss of one or more of the Company's larger customers are also considered risk factors. Matthews cautions that the foregoing list of important factors is not all inclusive. Readers are also cautioned not to place undue reliance on any forward looking statements, which reflect management's analysis only as of the date of this report, even if subsequently made available by Matthews on its website or otherwise. Matthews does not undertake to update any forward looking statement, whether written or oral, that may be made from time to time by or on behalf of Matthews to reflect events or circumstances occurring after the date of this report unless required by law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Offer Letter, dated August 5, 2026 issued by Matthews International Corporation to Michael J. Whitehead.
99.1	Press Release, dated August 11, 2026 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/ Joseph C. Bartolacci

Name: Joseph C. Bartolacci
Title: President and Chief Executive Officer

Date: August 11, 2026

August 5, 2026

Mr. Michael Whitehead
mandnwhitehead@icloud.com

Re: Updated offer of employment from Matthews International Corporation

Dear Michael,

On behalf of the Board of Directors and pursuant to recent communications, I am pleased to re-extend an updated offer of employment to join Matthews International Corporation ("**Matthews**" and/or the "**Company**") as President and Chief Executive Officer. This letter outlines the principal terms and conditions of your employment and reflects the Board's continued confidence in your leadership and ability to guide the Company's future growth and success.

Effective as of your mutually agreed upon start date (the "**Start Date**"), you shall assume the role as President and Chief Executive Officer of the Company and will report directly to the Board of Directors. This revised offer and the mutually agreed upon Start Date are contingent upon:

1. Your commitment to timely relocate to Pittsburgh within twelve (12) months of the Start Date (the "**Relocation Date**");
2. Between the Start Date and the Relocation Date, your commitment that you shall work effectively full-time during the Company's standard business hours, Monday through Friday, from Matthews' corporate headquarters at Two NorthShore Center in Pittsburgh, except for necessary and reasonable work-related business travel; and
3. The successful completion of all applicable pre-employment testing and background checks.

As a trusted leader in a position of significant responsibility, you will also be required, as a condition of employment, to sign a confidentiality, non-solicitation, non-competition, and intellectual property agreement (to be provided separately) prior to the commencement of your employment.

Base Salary. As President and Chief Executive Officer, you will receive an annual base salary of \$1,000,000, payable in accordance with the Company's regular biweekly payroll practices and subject to applicable withholdings and deductions.

Transition Cash Payment. In recognition of compensation that will be forfeited upon your departure from your current employer, Matthews will provide you with a one-time cash payment of \$300,000, less applicable tax withholdings and deductions (the "**Transition Cash Payment**"). The Transition Cash Payment will be made within thirty (30) days following your commencement of employment with Matthews, provided that you remain actively employed through the payment date.

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In the event that you voluntarily resign from employment or your employment is terminated “for cause” by the Company within twelve (12) months of your start date, you will then be required to repay the full gross amount of the Transition Cash Payment to Matthews within thirty (30) days of your separation from employment.

Short-Term Incentive Compensation. You will be eligible to participate in the Company's *Annual Incentive Compensation Plan* beginning with Fiscal Year 2027. Your target annual incentive opportunity will be 100% of your annual base salary, subject to the terms and conditions of the Plan and based on the achievement of Company and individual performance objectives established by the Compensation Committee of the Board of Directors (the “**Target**”). Actual payouts may range from 0% to 200% of target, depending on performance results. In addition, if you commence employment with the Company prior to October 1, 2026, then you shall also be entitled to participate in the Company's *Annual Incentive Compensation Plan* for Fiscal Year 2026, to be paid at 100% of the Target and prorated for the remainder of Fiscal Year 2026.

Long-Term Incentive Compensation. You will be eligible to participate in the Company's *Equity Incentive Plan* beginning with Fiscal Year 2027. Your long-term incentive opportunity will be comprised of the following components, subject to the terms and conditions of the Company's applicable plans and award agreements:

- **Annual Long-Term Incentive Grant.** You will receive a November 2026 grant with an aggregate grant date value of \$3,675,000, consisting of a combination of Restricted Stock Units (“**RSUs**”) and Performance Stock Units (“**PSUs**”), subject to time-based and performance-based vesting conditions established by the Compensation Committee of the Board of Directors and outlined in the Company's applicable award agreements.
- **Transition Equity Award.** You will receive a one-time Transition Equity Award consisting of RSUs with a grant date value of \$1,600,000 in recognition of your transition to Matthews and to offset compensation forfeited from your current employer. This specific RSU award will be granted effective on your first day of employment at Matthews and will be subject to one-year time-based vesting, with no performance-based vesting conditions. The number of RSUs awarded will be determined based on the 20-day average of the high and low trading prices of the Company's common stock immediately preceding your hire date, subject to the terms and conditions of the applicable award agreement.
- **Future Annual Equity Awards.** Following Fiscal Year 2027, you will then be eligible to participate in the Company's annual long-term incentive program, with future award opportunities, award values, performance measures, and vesting provisions determined by the Compensation Committee of the Board of Directors.

All matters relating to the equity compensation referenced in this letter, including any grants and the vesting thereof, are subject to the terms and conditions of the Company's *2017 Equity Incentive Plan*, which shall govern in the event of any actual or interpretive conflict with this letter.



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Benefits. As a full-time executive officer of the Company, you will be eligible to participate in the employee benefit programs generally available to senior executives, including Discretionary Time Off ("**DTO**"), medical, dental and vision coverage, executive life and disability insurance, participation in the Company's 401(k) plan, deferred compensation, executive physicals and other benefit programs maintained by the Company from time to time.

Relocation. In addition, Matthews will provide relocation assistance in accordance with the relocation package previously reviewed with you during the interview process. The terms and conditions of that program will be provided separately. As a condition of this relocation assistance, it is expected that your relocation to the Pittsburgh area will occur on or before the Relocation Date.

This offer is for at-will employment and does not constitute an employment contract. The compensation and benefit programs outlined herein are not guaranteed and are subject to change from time to time. Further, you will have the right to terminate your employment at any time, with or without cause and with or without notice, and Matthews will have the same right.

Severance Protection. In the event your employment is terminated by the Company without cause¹ during employment, you will be entitled to severance benefits consisting of twenty-four (24) months of base salary continuation and annual bonus calculated at Target, payable in accordance with the Company's regular biweekly payroll practices and subject to your execution of a customary release of claims.

¹ "**Cause**" shall mean and be limited to:

- i. the conviction of Executive of a felony, or the conviction of Executive of any crime involving moral turpitude, theft, fraud or deceit, each such conviction to be in a court of competent jurisdiction;
- ii. conduct of Executive in direct and material violation of the Company's *Code of Conduct and Business Ethics* (a copy of which has been provided to Executive by the Company) (the "**Code**"), including conduct of Executive which is reasonably likely to bring the Company or any of its related entities into public disgrace or disrepute; provided that the conduct required by the Code does not require Executive to take any action which is illegal, immoral or unethical; or the failure by Executive to take any action required by applicable law, regulations or licensing standards in connection with Executive's employment hereunder;
- iii. substantial or continued unwillingness or intentional failure by Executive to perform valid and legal work-related duties as reasonably directed by and consistent with the instructions of the Company's Board of Directors;
- iv. gross negligence or willful misconduct of Executive in the performance of (or failure to perform) Executive's duties; or
- v. any material breach of Executive's obligations under the terms and conditions of Executive's confidentiality, non-competition, non-solicitation and intellectual property agreement as executed as a condition of employment by Executive.

In addition, any outstanding equity awards will be retained and treated as though your employment had been terminated without cause and shall vest and be administered in accordance with the provisions applicable to a termination without cause under the Company's equity plans and applicable award agreements.

Finally, to the extent triggered and applicable, you shall also be entitled to compensation and/or benefits as outlined under the Company's standard change in control agreement (the "**CIC Agreement**"). A copy of the CIC Agreement is attached to this offer letter for your consideration.

Provided the foregoing summary is consistent with your expectations, please proceed by signing this letter and returning an executed copy to both my attention and to the attention of Ron Awenowicz, *Senior Vice-President – Human Resources* at Matthews, via email at michael.nauman@matw.onmicrosoft.com and rawenowicz@matw.com.

Once again, congratulations! The Board and Matthews' executive team are enthusiastic about the prospect of you leading the Company. We believe your experience and leadership will re-position the Company for continued success, and we look forward to partnering with you as we execute our long-term strategy and create value for our shareholders, employees, customers, and communities.

Very truly yours,

/s/ J. Michael Nauman

J. Michael Nauman
Chairman
MATTHEWS INTERNATIONAL CORPORATION

ACKNOWLEDGED BY:

Signature: /s/ Michael J. Whitehead

Date: August 7, 2026

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August 11, 2026

Contact: Daniel E. Stopar
Chief Financial Officer and Treasurer

**MATTHEWS INTERNATIONAL CORPORATION ANNOUNCES THE APPOINTMENT
OF MICHAEL J. WHITEHEAD AS PRESIDENT AND CHIEF EXECUTIVE OFFICER**

PITTSBURGH, PA, AUGUST 11, 2026 - Matthews International Corporation (NASDAQ GSM: MATW) ("**Matthews**" and/or the "**Company**") today announced that its Board of Directors has appointed Michael J. Whitehead as President and Chief Executive Officer, succeeding Joseph C. Bartolacci, who recently announced his intention to retire following more than two decades of leadership of the Company.

The appointment follows a comprehensive and deliberate succession planning process led by the Board of Directors to identify the executive best positioned to lead Matthews into its next phase of evolution, innovation, and value creation.

Following its review, the Board unanimously selected Mr. Whitehead, a proven industrial technology executive with a distinguished record of driving innovation, operational excellence, and profitable growth across global manufacturing businesses.

Mr. Whitehead joins Matthews from Lincoln Electric Holdings, Inc. (NASDAQ: LECO), a global leader in advanced manufacturing, automation, and industrial technology solutions. He most recently served as Executive Vice President and President, Americas Welding, leading Lincoln Electric's largest and most profitable business, representing more than \$2.5 billion in annual revenue.

A unique combination of business leadership, engineering expertise, and legal acumen have distinguished Mr. Whitehead throughout his professional career. An electrical engineer and patent attorney, Mr. Whitehead joined Lincoln Electric in 2005 as Chief Counsel, Intellectual Property, and quickly ascended within the organization, holding a series of increasingly significant strategic and operational leadership positions. Most notably, he served as President, Global Automation, Cutting & Additive Solutions from 2019 through 2025, where he more than doubled the business to over \$1 billion in revenue, helping establish Lincoln Electric as a global leader in automation and advanced manufacturing technologies.

Previously, Mr. Whitehead held various leadership roles as Senior Vice President, Strategy and Business Development, President of Lincoln Electric Canada, and R&D Leader, gaining extensive experience in innovation, strategy, mergers and acquisitions, global operations, product development, and commercial excellence.

He earned a Bachelor of Science degree in Electrical Engineering from The Ohio State University and a Juris Doctor degree from the University of New Hampshire School of Law.

Commenting on his appointment, Mr. Whitehead said: "I am honored to have been selected as President and Chief Executive Officer of Matthews International and grateful for the Board's confidence. Matthews has built a strong reputation through innovation, trusted customer relationships, and the dedication of its employees around the world. I look forward to working closely with the Board and our global team to sharpen our strategic focus, strengthen execution, and create sustainable long-term value for our shareholders."

As Matthews enters this new chapter, the Company remains focused on executing its strategic priorities, thoughtfully investing in innovation and technology, delivering exceptional service to customers, and creating sustainable long-term value for all stakeholders.

About Matthews International Corporation

Matthews International Corporation operates through two core global businesses – Industrial Technologies and Memorialization. Both are focused on driving operational efficiency and long-term growth through continuous innovation and strategic expansion. The Industrial Technologies segment evolved from our original marking business, which today is a leading global innovator committed to empowering visionaries to transform industries through the application of precision technologies and intelligent processes. The Memorialization segment is a leading provider of memorialization products, including memorials, caskets and cremation and incineration equipment, primarily to cemetery and funeral home customers that help families move from grief to remembrance. In addition, the Company also has a significant investment in Propelis, a brand solutions business formed through the merger of SGK and SGS & Co. Propelis delivers integrated solutions including brand creative, packaging, print solutions, branded environments, and content production. Matthews International has over 4,300 employees in 15 countries on four 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 risks to our ability to achieve the anticipated benefits of the joint venture transaction with Peninsula Parent LLC, d.b.a. Propelis Group (“Propelis”), 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, including changes in costs due to adjustments to tariffs or supply chain disruptions, 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 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, divestitures, and business combinations, 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 and hostilities in the Middle East, and conflicts and related sanctions or trade restrictions involving Venezuela, the Company’s plans and expectations with respect to its exploration, and contemplated execution, of various strategies with respect to its portfolio of businesses, the Company’s plans and expectations with respect to its Board of Directors, 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.