## 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): March 15, 2023

## SEALED AIR CORPORATION

(Exact name of registrant as specified in its charter)

**Delaware** (State or other jurisdiction of incorporation) **1-12139** (Commission File Number) 65-0654331 (IRS Employer Identification No.)

2415 Cascade Pointe Boulevard Charlotte North Carolina (Address of principal executive offices)

**28208** (Zip Code)

Registrant's telephone number, including area code: (980)-221-3235 Not Applicable

(Former name or former address, 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:

<u>Title of Each Class</u>	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value \$0.10 per share	SEE	New York Stock Exchange

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  $\Box$ 

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.

#### Hiring of Dustin Semach as Chief Financial Officer Designate

On March 15, 2023, Sealed Air Corporation (the "Company") entered into an offer letter agreement with Mr. Dustin Semach, which offer letter agreement was amended on March 20, 2023 (as so amended, the "Offer Letter"), pursuant to which Mr. Semach will serve as the Company's Chief Financial Officer Designate, effective as of April 17, 2023. In connection with such Offer Letter, the Company's Board of Directors approved the appointment of Mr. Semach as the Company's Chief Financial Officer effective on the first business day after the Company files its Form 10-Q for the first quarter 2023.

Mr. Semach most recently served as Chief Financial Officer at TTEC Holdings, Inc., a global customer experience technology and services provider, since Q3 2021, after joining TTEC in 2020 as part of its planned CFO succession. Prior to joining TTEC, in 2019, Mr. Semach served as Chief Financial Officer at Rackspace Technology, Inc., a global cloud services provider, and prior to that held key leadership roles at DXC Technology Company, Computer Sciences Corporation and International Business Machines Corporation. Mr. Semach holds a bachelor's degree in computer science from Clemson University and a master's in business administration from Northeastern University.

The Offer Letter addresses Mr. Semach's compensation as follows:

- <u>Sign-On Bonus</u>. Mr. Semach will receive a cash sign-on bonus of \$300,000 following his start date, which is subject to repayment to the Company in the event that Mr. Semach voluntarily resigns within the first year of his employment.
- <u>New Hire Equity Awards</u>. The Offer Letter provides that Mr. Semach will be granted two new-hire equity awards, one that is time-vesting and the other that is performance-vesting. The time-vesting award will be in the form of time-vesting restricted stock units ("RSUs") valued at \$1,500,000. The RSUs will vest in three substantially equal annual installments starting on the first anniversary of the grant date, subject to earlier vesting in case of Mr. Semach's death or disability or his involuntary termination following a change in control of the Company in accordance with the Company's standard form of restricted stock unit award agreement. The performance-vesting award will be in the form of performance vesting stock units ("PSUs") valued at \$1,500,000 and will be subject to specific performance goals and other terms, as will be specified in the formal award agreement for these PSUs.
- <u>Annual Compensation</u>. Under the terms of the Offer Letter, Mr. Semach will receive an annual base of \$640,000, to be reviewed annually, and will be eligible for an annual bonus in accordance with the Company's bonus program for senior executives. For 2023, he will have a target bonus equal to 80% of his base salary (with a maximum bonus of 200% of target). Mr. Semach will also be eligible for annual grants of long-term incentive awards consistent with awards for other senior executives, with his 2024 grants targeted at 200% of his base salary.
- <u>Other</u>. Mr. Semach will be expected to relocate to the Company's Charlotte, NC headquarters. He will be eligible to receive relocation benefits pursuant to the Company's relocation policy.

Upon effectiveness of his appointment as Chief Financial Officer, Mr. Semach also will serve as interim principal accounting officer of the Company while the Company names a permanent replacement to fill that role. Mr. Semach will not receive any additional compensation in connection with serving as principal accounting officer of the Company on an interim basis.

There are no family relationships between Mr. Semach and the Company's directors and executive officers, no arrangements or understandings between Mr. Semach and any other person requiring disclosure under Item 401(b) of Regulation S-K and no transactions with related persons requiring disclosure under Item 404(a) of Regulation S-K.

The foregoing description of the Offer Letter is qualified in its entirety by reference to the full text of the Offer Letter and its amendment attached to this Current Report on Form 8-K as Exhibit 10.1 and Exhibit 10.2, which are incorporated herein by reference.

#### **Retirement of Christopher J. Stephens as Chief Financial Officer**

As previously disclosed, Christopher J. Stephens, who currently serves as the Company's Chief Financial Officer and interim principal accounting officer, will continue to serve as Chief Financial Officer and interim principal accounting officer until Mr. Semach assumes such roles, which is expected to occur following the filing of the Company's Quarterly Report on Form 10-Q for the first quarter 2023, after which Mr. Stephens will retire.

#### Item 7.01 Regulation FD Disclosure.

A copy of the press release announcing the matters referenced in Item 5.02 is furnished with this Current Report on Form 8-K as Exhibit 99.1.

The information furnished herewith pursuant to Item 7.01 of this Current Report on Form 8-K shall not be deemed to be "filed" for purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, and shall not be incorporated by reference into any registration statement or other document under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

#### Item 9.01 Financial Statements and Exhibits.

#### (d) Exhibits.

Exhibit No.	Description
10.1	Offer Letter, dated March 15, 2023, between Dustin Semach and Sealed Air Corporation
10.2	Offer Letter Amendment, dated March 20, 2023, between Dustin Semach and Sealed Air Corporation
99.1	Press Release issued by Sealed Air Corporation, dated March 21, 2023.
104	Cover Page Interactive Data File (formatted as Inline XBRL and embedded within 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.

#### SEALED AIR CORPORATION

/s/ Angel S. Willis

By:

 
 Name:
 Angel S. Willis

 Title:
 Vice President, General Counsel and Secretary (Duly Authorized Officer)

Dated: March 21, 2023



March 15, 2023

Dustin Semach

Dear Dustin,

On behalf of Sealed Air Corporation (the "Company," "we" or "us"), I am pleased to confirm with you the terms of our offer of employment.

1. <u>Start Date, Position and Duties.</u> Your start date will be April 17, 2023. You will have the title of Chief Financial Officer. In your position, you will report to the Chief Executive Officer of the Company and will perform such services for the Company and its subsidiaries as are customarily associated with such positions and as may reasonably be assigned to you by the Chief Executive Officer.

The location of your position will be at the Company's headquarters in Charlotte, NC. You are eligible to receive relocation benefits pursuant to the Company's relocation policy. You will be required to sign a Relocation Repayment Agreement to receive your relocation benefits.

During your employment, you will: (i) devote substantially all your working time and attention to the business and affairs of the Company (excluding any vacation and sick leave to which you are entitled), render such services to the best of your ability, and use your reasonable best efforts to promote the interests of the Company, (ii) not engage in any other employment, consulting or other business activity that would create a conflict of interest with your services to the Company, (iii) not assist any person or entity in competing with the Company or in preparing to compete with the Company and (iv) comply with the Company's policies and rules, as they may be in effect from time to time and provided to you. Notwithstanding the foregoing, you will be entitled to: (A) serve on the boards of organizations (both for profit or non-profit), subject to the Board's prior consent, not to be unreasonably withheld or delayed, (B) serve on civic or charitable boards or committees, (C) deliver lectures or fulfill speaking engagements, and (D) manage personal investments, so long as, in each such case, such activities do not (x) significantly interfere with the performance of your responsibilities as an employee of the Company, or (y) create a conflict of interest with your services to the Company.

- 2. <u>Employment-at-Will.</u> Your employment with the Company will be at-will. This means either you and/or the Company will be free to terminate this employment relationship at any time, with or without cause.
- 3. <u>Sign-On Bonus and Initial Equity Award</u>. You will receive the following awards effective on your start date.
  - You will receive a sign-on bonus in the gross amount of \$300,000, payable in a single cash payment (after required tax withholdings) on the first regular payroll date following your start date. Should you voluntarily resign your position prior to the first anniversary of your start date, you will be required to repay the Company in full the signon bonus within 30 days after your termination date.
  - You will receive an award of restricted stock units ("RSUs") granted under the Company's 2014 Omnibus Incentive Plan (or any successor plan) (the "Stock Plan") with a grant date value of \$1,500,000. This award is subject to approval by the Organization and Compensation Committee of the Board (the "Organization & Compensation Committee") and will be granted to you on the first business day following your start date, subject to your accepting this offer and commencing employment. The number of RSUs will be determined by dividing the dollar amount by the closing price of the Company's common stock on the grant date, rounded up to the next whole RSU. The RSUs will vest in three substantially equal annual installments starting on the first anniversary of the grant date, subject to earlier vesting in case of your death or disability or your involuntary termination following a change in control of the Company in accordance with the Company's standard form of RSU

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award agreement. The award will be evidenced by a formal award agreement reflecting these terms, which will be the governing document for the award.

You will receive an award of performance-vesting stock units ("PSUs") granted under the Stock Plan with a grant date value of \$1,500,000. This award is subject to approval by the Organization & Compensation Committee and will be granted to you on the first business day following your start date, subject to your accepting this offer and commencing employment. The number of PSUs will be determined by dividing the dollar amount by the closing price of the Company's common stock on the grant date, rounded up to the next whole PSU. Vesting of the PSUs is subject to specific performance goals and other terms, as further specified within the formal award agreement reflecting these terms, which will be the governing document for the award.

- 4. <u>Ongoing Compensation and Benefits</u>. We will provide you with the following compensation and benefits during your employment:
  - Base Salary. You will receive base salary at the annual rate of \$640,000, payable in accordance with the Company's regular payroll practices. At least annually, the Organization & Compensation Committee will consider whether, in its discretion, to increase, but not decrease, your rate of base salary, based on market trends, internal considerations, performance or such other factors as the Organization & Compensation Committee may determine.
  - Annual Bonus. Each year beginning with 2023 you will be eligible for an annual bonus in accordance with the Company's annual bonus program for senior executives as in effect from time to time. For 2023, the annual bonus will be in a target amount equal to 80% of your base salary and a maximum amount of 200% of your target and prorated based on your start date. Your actual bonus amount will be determined by the Organization & Compensation Committee based on the achievement of corporate performance goals and its review of your performance in accordance with the Company's annual bonus program for senior executives as in effect from time to time.
  - Long-Term Incentives. You will receive long-term incentives in accordance with the Company's long-term incentive
    program for senior executives as in effect from time to time as determined by the Organization & Compensation
    Committee in its discretion, taking into account factors such as market practice, cost, performance and such other
    factors as determined appropriate by the Organization & Compensation Committee. The awards granted to you,
    beginning in 2024, will have a target grant date value of 200% of your base salary, or such greater percentage as
    the Organization & Compensation Committee may determine. Consistent with recent practice, we expect to grant
    such awards in a mix of time-based and performance-based awards under the Stock Plan, consistent with the
    terms of awards for other senior executives as determined by the Organization & Compensation Committee for
    2023.
  - Benefits. During the Term, you will be entitled to participate in all retirement, health and welfare, vacation and other benefit plans and arrangements generally available to other senior executives of the Company in accordance with the terms and provisions of such plans, including the Sealed Air Corporation Executive Severance Plan.
  - Business Expenses. We will reimburse you for reasonable and necessary travel and accommodation costs, entertainment and other business expenses incurred as a necessary part of discharging your duties hereunder, subject to our standard expense reimbursement policies.
- 5. <u>Covenants.</u> You will enter into the standard Company agreement regarding protection of confidential information, ownership of trade secrets and inventions, and post-employment covenants attached hereto as Exhibit A.

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6. Indemnification. The Company will indemnify you and hold you harmless to the fullest extent permitted by law against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including advancement of reasonable attorney's fees), losses, and damages resulting from your good faith performance of your duties and obligations with the Company (but exclusive of any claims made by you or on your behalf). The Company will cover you under directors' and officers' liability insurance both during and, while potential liability exists, after employment in the same amount and to the same extent as the Company covers its other officers and directors. These obligations will survive the termination of your employment with the Company.

#### 7. <u>Miscellaneous.</u>

- No Conflicts. By signing this letter, you represent to the Company that your acceptance of this offer and agreement to
  accept employment with the Company under these terms will not conflict with, violate or constitute a breach of
  any employment or other agreement to which you are a party and that you are not required to obtain the consent
  of any person, firm, corporation or other entity in order to accept this offer of employment.
- Successors and Assigns. This letter shall inure to the benefit of and be binding upon (i) the Company and its
  successors and assigns and (ii) you and your heirs and legal representatives, except that your duties and
  responsibilities under this letter that are of a personal nature and will not be assignable or delegable in whole or
  in part without our prior written consent.
- Entire Agreement. This letter sets forth the entire present agreement of the parties concerning the subjects covered herein. There are no promises, understandings, representations, or warranties of any kind concerning those subjects except as expressly set forth herein or therein. Any modification of this letter must be in writing and signed upon the express consent of all parties. Any attempt to modify this letter, orally, or in writing not executed by all parties, will be void.
- Enforceability. If any provision of this letter, or its application to anyone or under any circumstances, is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability will not affect any other provision or application of this letter which can be given effect without the invalid or unenforceable provision or application and will not invalidate or render unenforceable such provision or application in any other jurisdiction.
- Governing Law. This letter shall be governed and interpreted in accordance with the laws of the State of North Carolina without regard to the State's conflict of laws provision.
- Waivers. No failure on the part of any party to enforce any provisions of this letter will act as a waiver of the right to
  enforce that provision.
- *Withholding*. All payments of compensation to you by the Company shall be net of any tax or other amounts required to be withheld by the Company under applicable law.
- Section 409A. This letter is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") or an exemption thereto, and, to the extent necessary in order to avoid the imposition of an additional tax on you under Section 409A of the Code, payments may only be made under this letter upon an event and in a manner permitted by Section 409A of the Code. Any payments or benefits that are provided upon a termination of employment shall, to the extent necessary in order to avoid the imposition of any additional tax on you under Section 409A of the Code, not be provided unless such termination constitutes a "separation from service" within the meaning of Section 409A of the Code. Any payments that qualify for the "short term deferral" exception or another exception under Section 409A of the Code shall be paid under the applicable exception. Notwithstanding anything in this letter to the contrary, if you are considered a "specified employee" (as

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defined in Section 409A of the Code), any amounts paid or provided under this letter due to your separation from service shall, to the extent necessary in order to avoid the imposition of an additional tax on you under Section 409A of the Code, be delayed for six months after your "separation from service" within the meaning of Section 409A of the Code, and the accumulated amounts shall be paid in a lump sum within 10 calendar days after the end of the 6-month period. If you die during the 6-month postponement period prior to the payment of benefits, the amounts the payment of which is deferred on account of Section 409A of the Code shall be paid to the personal representative of your estate within 60 calendar days after the date of your death. For purposes of Section 409A of the Code, the right to a series of installment payments under this letter shall be treated as a right to a series of separate payments. In no event may you, directly or indirectly, designate the calendar year of a payment. All reimbursements and in kind benefits provided under this letter shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during the period of time specified in this letter, (ii) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made no later than the last calendar day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit. The Company makes no representations that the payments and benefits provided under this letter comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of noncompliance with Section 409A of the Code.

You acknowledge that you have received and read copies of the Company's Stock Ownership Guidelines for Executive Officers and Other Key Executives and its Policy on Recoupment of Incentive Compensation From Executives in the Event of Certain Restatements.

Dustin, we are most enthusiastic about your joining the team. If these provisions are agreeable to you, please sign one copy of this letter and return it to me as soon possible.

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Sincerely,

<u>/s/ Edward L. Doheny II</u> Edward L. Doheny II President and Chief Executive Officer

<u>/s/ Dustin Semach</u> Dustin Semach



March 20, 2023

Dustin Semach

Dear Dustin,

This letter shall serve as an amendment to the letter, dated March 15, 2023, to you from Sealed Air Corporation (the "Company") related to the terms of our offer of employment to you (the "Offer Letter"). The first paragraph in the Offer Letter shall be deleted and replaced in its entirety with the first paragraph set forth below. All other terms and conditions of the Offer Letter will remain unchanged and in full force and effect.

1. <u>Start Date, Position and Duties.</u> Your start date will be April 17, 2023. You will have the title of Chief Financial Officer-Designate of the Company, becoming Chief Financial Officer of the Company effective on the first business day after we file our Form 10-Q for the quarterly period ended March 31, 2023. Upon effectiveness of your appointment as Chief Financial Officer and for no additional compensation, you will also serve as interim principal accounting officer of the Company while the Company names a permanent replacement to fill that role. In those positions, you will report to the Chief Executive Officer of the Company and will perform such services for the Company and its subsidiaries as are customarily associated with such positions and as may reasonably be assigned to you by the Chief Executive Officer.

Dustin, we continue to be most enthusiastic about your joining the team. If these provisions are agreeable to you, please sign one copy of this letter and return it to me as soon possible.

Sincerely,

<u>/s/ Edward L. Doheny II</u> Edward L. Doheny II President and Chief Executive Officer

<u>/s/ Dustin Semach</u> Dustin Semach



#### SEE Appoints Dustin Semach as Chief Financial Officer Designate

CHARLOTTE, N.C., March 21, 2023 -- SEE (NYSE: SEE) today announced that Dustin Semach will be joining the company as Chief Financial Officer Designate, effective April 17, 2023. He will succeed current CFO Christopher J. Stephens, Jr., who <u>announced his intent to</u> retire last year. To ensure a seamless transition of responsibilities, Chris will retire from the company following the filing of the Company's Quarterly Report on Form 10-Q for the first quarter 2023.

Dustin has approximately 20 years of financial leadership experience at companies primarily in the technology sector. He most recently served as the CFO of TTEC, a global customer experience technology and services provider and as CFO of Rackspace Technology, a global cloud services provider. He has also held senior-level positions at DXC Technology, Computer Sciences Corporation and IBM.

"After a thorough internal and external search, we are excited that Dustin, with his unique background in both finance and digital technology, will be an important addition to the SEE team as we execute our Reinvent SEE 2.0, high-quality growth strategy," said Ted Doheny, President & CEO of SEE. "I look forward to Dustin quickly integrating into our team, accelerating our transformation into a world-class organization, and partnering with customers to deliver digital packaging solutions."

Dustin holds a bachelor's degree in computer science from Clemson University and a master of business administration from Northeastern University.

"What attracted me to SEE is the critical role the company plays in shaping the future of packaging and I'm excited to join the company during this time of transformation," said Semach. "I'm impressed with the talented global team at SEE and look forward to working alongside them."

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#### About SEE

Sealed Air (NYSE: SEE) is in business to protect, to solve critical packaging challenges, and to make our world better than we find it. Our automated packaging solutions promote a safer, more resilient, and less wasteful global food, fluids and liquids supply chain, enable e-commerce, and protect goods in transit from damage.

Our globally recognized solution brands include CRYOVAC<sup>®</sup> food packaging, LIQUIBOX<sup>®</sup> fluids and liquids systems, SEALED AIR<sup>®</sup> protective packaging, AUTOBAG<sup>®</sup> automated packaging systems, BUBBLE WRAP<sup>®</sup> packaging, SEE Automation<sup>™</sup> and prismiq<sup>™</sup> digital packaging and printing.

Our partnership with customers creates value through sustainable, automated, and digital packaging solutions, leveraging our industryleading expertise in materials, automation systems, engineering and technology.

Our SEE Net Positive Circular Ecosystem is leading the packaging industry in creating a more environmentally, socially, and economically sustainable future. We have <u>pledged</u> to design or advance 100% of our packaging materials to be recyclable or reusable by 2025, with a <u>bolder goal</u> to reach net-zero carbon emissions in our global operations by 2040. Our <u>Global Impact Report</u> highlights how we are shaping the future of the packaging industry. We are committed to a diverse workforce and a caring, inclusive culture through our <u>2025 Diversity</u>, <u>Equity and Inclusion pledge</u>.

SEE generated \$5.6 billion in sales in 2022 and has approximately 16,300 employees (not including Liquibox employees) who serve customers in 120 countries/territories. To learn more, visit <u>sealedair.com</u>.

#### Website Information

We routinely post important information for investors on our website, sealedair.com, in the Investors section. We use this website as a means of disclosing material, non-public information and for complying with our disclosure

Sealed Air | 2415 Cascade Pointe Blvd. | Charlotte, NC 28208



obligations under Regulation FD. Accordingly, investors should monitor the Investors section of our website, in addition to following our press releases, SEC filings, public conference calls, presentations and webcasts. The information contained on, or that may be accessed through, our website is not incorporated by reference into, and is not a part of, this document.

#### **Forward-Looking Statements**

This press release contains "forward-looking statements" within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 concerning our business, consolidated financial condition, results of operations and cash flows. Forward-looking statements are subject to risks and uncertainties, many of which are outside our control, which could cause actual results to differ materially from these statements. Therefore, you should not rely on any of these forward-looking statements. Forward-looking statements can be identified by such words as "anticipate," "believe," "plan," "assume," "could," "should," "estimate," "expect," "intend," "potential," "seek," "predict," "may," "will" and similar references to future periods. All statements other than statements of historical facts included in this press release regarding our strategies, prospects, financial condition, operations, costs, plans and objectives are forward-looking statements. Examples of forward-looking statements include, among others, statements we make regarding expected future operating results, expectations regarding the results of restructuring and other programs, expectations regarding future impacts resulting from the Liquibox acquisition, anticipated levels of capital expenditures and expectations of the effect on our financial condition of claims, litigation, environmental costs, contingent liabilities and governmental and regulatory investigations and proceedings.

The following are important factors that we believe could cause actual results to differ materially from those in our forward-looking statements: global economic and political conditions, including recessionary and inflationary pressures, currency translation and devaluation effects, changes in raw material pricing and availability, competitive conditions, the success of new product offerings, failure to realize synergies and other financial benefits from the acquisition of Liquibox within the expected time frames, greater than expected costs or difficulties related to the integration of Liquibox, consumer preferences, the effects of animal and food-related health issues, the effects of epidemics or pandemics, including the Coronavirus Disease 2019, negative impacts related to the ongoing conflicts between Russia and Ukraine and related sanctions, export restrictions and other counteractions thereto, changes in energy costs, environmental matters, the success of our restructuring activities, the success of our merger, acquisition and equity investment strategies, the success of our financial growth, profitability, cash generation and manufacturing strategies and our cost reduction and productivity efforts, changes in our credit ratings, the tax benefit associated with the Settlement agreement (as defined in our 2022 Annual Report on Form 10-K), regulatory actions and legal matters and the other information referenced in the "Risk Factors" section appearing in our most recent Annual Report on Form 10-K, as filed with the Securities and Exchange Commission, and as revised and updated by our Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. Any forward-looking statement made by us is based only on information currently available to us and speaks only as of the date on which it is made. We undertake no obligation to publicly update any forward-looking statements, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise.

#### Company Contacts

Investors

Brian Sullivan brian.c.sullivan@sealedair.com 704.503.8841

Media Christina Griffin <u>christina.griffin@sealedair.com</u> 704.430.5742

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