

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

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**Form 10-Q**

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**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the Quarterly Period Ended March 31, 2026**

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number 001-08454**

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**ACCO Brands Corporation**

*(Exact Name of Registrant as Specified in Its Charter)*

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Delaware  
*(State or Other Jurisdiction of  
Incorporation or Organization)*

36-2704017  
*(I.R.S. Employer  
Identification Number)*

**Four Corporate Drive  
Lake Zurich, Illinois 60047**  
*(Address of Registrant's Principal Executive Office, Including Zip Code)*

**(847) 541-9500**  
*(Registrant's Telephone Number, Including Area Code)*  
Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	ACCO	NYSE

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Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of April 24, 2026, the registrant had outstanding 92,257,794 shares of Common Stock.

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### **Cautionary Statement Regarding Forward-Looking Statements**

*Certain statements contained in this Quarterly Report on Form 10-Q other than statements of historical fact, particularly those anticipating future financial performance, business prospects, growth, strategies, business operations and similar matters, results of operations, liquidity, and financial condition and those related to cost reductions and anticipated pre-tax savings and restructuring costs are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are based on the beliefs and assumptions of management based on information available to us at the time such statements are made. These statements, which are generally identifiable by the use of the words "will," "believe," "expect," "intend," "anticipate," "estimate," "forecast," "future," "predict," "project," "plan," and similar expressions, are subject to certain risks and uncertainties, are made as of the date hereof, and we undertake no duty or obligation to update them. Forward-looking statements are subject to the occurrence of events outside the Company's control and actual results and the timing of the events may differ materially from those suggested or implied by such forward-looking statements due to numerous factors that involve substantial known and unknown risks and uncertainties. Investors and others are cautioned to not place undue reliance on forward-looking statements when deciding whether to buy, sell or hold the Company's securities.*

*Some of the factors that could affect our results or cause our plans, actions and results to differ materially from those expressed in the forward-looking statements contained in this Quarterly Report on Form 10-Q are detailed in "Part I, Item 1. Business" and "Part I, Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025, as well as in "Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations" of this Quarterly Report on Form 10-Q and from time to time in our other Securities and Exchange Commission (the "SEC") filings.*

### **Website Access to Securities and Exchange Commission Reports**

The Company's Internet website can be found at [www.accobrand.com](http://www.accobrand.com). The Company makes available free of charge on or through its website its Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as soon as practicable after the Company files them with, or furnishes them to, the SEC.

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**PART I — FINANCIAL INFORMATION**

**ITEM 1. FINANCIAL STATEMENTS**

**ACCO Brands Corporation and Subsidiaries**  
**Condensed Consolidated Balance Sheets**

<i>(in millions)</i>	<b>March 31, 2026 (unaudited)</b>	<b>December 31, 2025</b>
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 118.9	\$ 64.4
Accounts receivable, net	277.6	359.7
Inventories	356.0	289.1
Other current assets	45.0	37.1
<b>Total current assets</b>	<b>797.5</b>	<b>750.3</b>
Total property, plant and equipment	549.7	528.4
Less: accumulated depreciation	(411.2)	(389.6)
Property, plant and equipment, net	138.5	138.8
Right of use asset, leases	75.5	78.0
Deferred income taxes	92.8	92.8
Goodwill	472.7	478.5
Identifiable intangibles, net	683.0	696.9
Other non-current assets	21.9	17.7
<b>Total assets</b>	<b>\$ 2,281.9</b>	<b>\$ 2,253.0</b>
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Notes payable	\$ 23.6	\$ —
Current portion of long-term debt	25.7	30.8
Accounts payable	184.2	186.7
Accrued compensation	34.3	30.1
Accrued customer program liabilities	55.2	77.1
Lease liabilities	21.3	20.5
Other current liabilities	106.0	120.1
<b>Total current liabilities</b>	<b>450.3</b>	<b>465.3</b>
Long-term debt, net	848.0	806.0
Long-term lease liabilities	60.1	63.5
Deferred income taxes	104.9	108.8
Pension and post-retirement benefit obligations	111.8	117.5
Other non-current liabilities	26.6	27.3
<b>Total liabilities</b>	<b>1,601.7</b>	<b>1,588.4</b>
Stockholders' equity:		
Common stock	1.0	1.0
Treasury stock	(51.3)	(47.9)
Paid-in capital	1,914.2	1,909.4
Accumulated other comprehensive loss	(520.0)	(522.6)
Accumulated deficit	(663.7)	(675.3)
<b>Total stockholders' equity</b>	<b>680.2</b>	<b>664.6</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 2,281.9</b>	<b>\$ 2,253.0</b>

See Notes to Condensed Consolidated Financial Statements (Unaudited).

**ACCO Brands Corporation and Subsidiaries**  
**Consolidated Statements of Income (Loss)**  
**(Unaudited)**

<i>(in millions, except per share data)</i>	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
Net sales	\$ 343.7	\$ 317.4
Cost of products sold	236.9	217.8
Gross profit	106.8	99.6
Operating costs and expenses:		
Selling, general and administrative expenses	99.1	92.7
Amortization of intangibles	11.4	11.3
Restructuring	6.7	2.3
Total operating costs and expenses	117.2	106.3
Operating loss	(10.4)	(6.7)
Non-operating expense (income):		
Interest expense	10.8	10.8
Interest income	(1.5)	(1.9)
Non-operating pension (income) expense	(0.1)	0.5
Bargain purchase gain	(37.6)	—
Other expense, net	3.1	0.4
Income (loss) before income tax	14.9	(16.5)
Income tax benefit	(4.5)	(3.3)
Net income (loss)	\$ 19.4	\$ (13.2)
Per share:		
Basic income (loss) per share	\$ 0.21	\$ (0.14)
Diluted income (loss) per share	\$ 0.20	\$ (0.14)
Weighted average number of shares outstanding:		
Basic	92.6	93.3
Diluted	95.5	93.3

See Notes to Condensed Consolidated Financial Statements (Unaudited).

**ACCO Brands Corporation and Subsidiaries**  
**Consolidated Statements of Comprehensive Income**  
**(Unaudited)**

<i>(in millions)</i>	Three Months Ended March 31,	
	2026	2025
Net income (loss)	\$ 19.4	\$ (13.2)
Other comprehensive income net of tax:		
Unrealized gain (loss) on derivative instruments, net of tax (expense) benefit of \$(0.6) and \$0.7, respectively	1.5	(1.9)
Foreign currency translation adjustments, net of tax expense of zero and \$(0.4), respectively	(2.8)	31.4
Recognition of deferred pension and other post-retirement items, net of tax (expense) benefit of \$(0.6) and \$0.7, respectively	3.9	(1.5)
Other comprehensive income net of tax:	2.6	28.0
Comprehensive income	\$ 22.0	\$ 14.8

See Notes to Condensed Consolidated Financial Statements (Unaudited).

**ACCO Brands Corporation and Subsidiaries**  
**Condensed Consolidated Statements of Cash Flows**  
**(Unaudited)**

<i>(in millions)</i>	Three Months Ended March 31,	
	2026	2025
<b>Operating activities</b>		
Net income (loss)	\$ 19.4	\$ (13.2)
Depreciation	5.4	6.7
Amortization of debt issuance costs	0.5	0.5
Amortization of intangibles	11.4	11.3
Stock-based compensation	4.4	7.8
Bargain purchase gain	(37.6)	—
Changes in operating assets and liabilities:		
Accounts receivable	106.6	107.0
Inventories	(36.5)	(35.9)
Other assets	(0.1)	(4.8)
Accounts payable	(12.4)	1.8
Accrued expenses and other liabilities	(46.2)	(69.7)
Accrued income taxes	(11.4)	(6.0)
Net cash provided by operating activities	3.5	5.5
<b>Investing activities</b>		
Additions to property, plant and equipment	(2.1)	(2.2)
Cost of acquisitions, net of cash acquired	(1.1)	(10.1)
Net cash used by investing activities	(3.2)	(12.3)
<b>Financing activities</b>		
Proceeds from long-term borrowings	60.7	106.3
Repayments of long-term debt	(20.1)	(17.5)
Borrowings (Repayments) of notes payable, net	23.6	(2.2)
Dividends paid	(6.9)	(6.8)
Repurchases of common stock	—	(15.0)
Payments related to tax withholding for stock-based compensation	(3.4)	(0.8)
Net cash provided by financing activities	53.9	64.0
Effect of foreign exchange rate changes on cash and cash equivalents	0.3	3.3
Net increase in cash and cash equivalents	54.5	60.5
<b>Cash and cash equivalents</b>		
Beginning of the period	\$ 64.4	\$ 74.1
End of the period	\$ 118.9	\$ 134.6
<b>Cash paid during the year for:</b>		
Interest	\$ 16.5	\$ 15.9
Income taxes	\$ 6.9	\$ 2.7

See Notes to Condensed Consolidated Financial Statements (Unaudited).

**ACCO Brands Corporation and Subsidiaries**  
**Consolidated Statement of Stockholders' Equity**  
**(Unaudited)**

<i>(in millions)</i>	Common Stock		Paid-in	Treasury Stock		Accumulate d Other Comprehen sive Income (Loss)	Accumulate d Deficit	Total
	Shares	Value	Capital	Shares	Value			
<b>Balance at December 31, 2025</b>	95.6	\$ 1.0	\$ 1,909.4	5.4	\$ (47.9)	\$ (522.6)	\$ (675.3)	\$ 664.6
Net income	—	—	—	—	—	—	19.4	19.4
Gain on derivative financial instruments, net of tax	—	—	—	—	—	1.5	—	1.5
Translation impact, net of tax	—	—	—	—	—	(2.8)	—	(2.8)
Pension and post-retirement adjustment, net of tax	—	—	—	—	—	3.9	—	3.9
Stock-based compensation	—	—	4.8	—	—	—	(0.4)	4.4
Common stock issued, net of shares withheld for employee taxes	3.1	—	—	1.0	(3.4)	—	—	(3.4)
Dividend equivalents on unvested awards	—	—	—	—	—	—	(0.6)	(0.6)
Dividends declared \$0.075 per share	—	—	—	—	—	—	(6.9)	(6.9)
Other	—	—	—	—	—	—	0.1	0.1
<b>Balance at March 31, 2026</b>	98.7	\$ 1.0	\$ 1,914.2	6.4	\$ (51.3)	\$ (520.0)	\$ (663.7)	\$ 680.2

See Notes to Condensed Consolidated Financial Statements (Unaudited).

**ACCO Brands Corporation and Subsidiaries**  
**Consolidated Statement of Stockholders' Equity (continued)**  
**(Unaudited)**

<i>(in millions)</i>	Common Stock		Paid-in Capital	Treasury Stock		Accumulate d Other Comprehen sive Income (Loss)	Accumulate d Deficit	Total
	Shares	Value		Shares	Value			
<b>Balance at December 31, 2024</b>	98.1	\$ 1.0	\$ 1,911.8	5.3	\$ (47.0)	\$ (572.1)	\$ (687.6)	\$ 606.1
Net loss	—	—	—	—	—	—	(13.2)	(13.2)
Loss on derivative financial instruments, net of tax	—	—	—	—	—	(1.9)	—	(1.9)
Translation impact, net of tax	—	—	—	—	—	31.4	—	31.4
Pension and post-retirement adjustment, net of tax	—	—	—	—	—	(1.5)	—	(1.5)
Common stock repurchases	(3.2)	—	(15.0)	—	—	—	—	(15.0)
Stock-based compensation	—	—	8.7	—	—	—	(0.9)	7.8
Common stock issued, net of shares withheld for employee taxes	0.6	—	—	0.1	(0.8)	—	—	(0.8)
Dividends declared \$0.075 per share	—	—	—	—	—	—	(6.8)	(6.8)
<b>Balance at March 31, 2025</b>	95.5	\$ 1.0	\$ 1,905.5	5.4	\$ (47.8)	\$ (544.1)	\$ (708.5)	\$ 606.1

See Notes to Condensed Consolidated Financial Statements (Unaudited).

**ACCO Brands Corporation and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements (Unaudited)**

**1. Basis of Presentation**

As used in this Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, the terms "ACCO Brands," "ACCO," the "Company," "we," "us," and "our" refer to ACCO Brands Corporation and its consolidated subsidiaries.

The management of ACCO Brands Corporation is responsible for the accuracy and internal consistency of the preparation of the condensed consolidated financial statements and notes contained in this Quarterly Report on Form 10-Q.

The condensed consolidated interim financial statements have been prepared pursuant to the rules and regulations of the SEC. Although the Company believes the disclosures are adequate to make the information presented not misleading, certain information and note disclosures normally included in annual financial statements prepared in accordance with generally accepted accounting principles in the U.S. ("GAAP") have been condensed or omitted pursuant to those rules and regulations. These condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2025.

The Condensed Consolidated Balance Sheet as of March 31, 2026 and the related Consolidated Statements of Income (Loss), Consolidated Statements of Comprehensive Income, and Consolidated Statements of Stockholders' Equity for the three months ended March 31, 2026 and 2025, and the Condensed Consolidated Statements of Cash Flows for the three months ended March 31, 2026 and 2025 are unaudited. The December 31, 2025 Condensed Consolidated Balance Sheet data was derived from audited financial statements but does not include all annual disclosures required by GAAP. The financial statements included herein were prepared by management and reflect all adjustments (consisting solely of normal recurring items unless otherwise noted) which are, in the opinion of management, necessary for the fair presentation of the results of operations and cash flows for the interim periods ended March 31, 2026 and 2025, and the financial position of the Company as of March 31, 2026. Interim results may not be indicative of results for a full year.

On January 30, 2026, we completed the acquisition of EPOS from Demant A/S ("EPOS"), a leading Danish hearing healthcare company. The results of EPOS are included in both of the Company's operating business segments as of the acquisition date. See "Note 3. Acquisitions" for further details.

The preparation of financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the reported assets and liabilities at the date of the financial statements and the reported revenues and expenses during the reporting periods. Actual results could differ from those estimates.

**2. Recent Accounting Pronouncements and Adopted Accounting Standards**

***Recent Accounting Pronouncements***

In November 2024, the Financial Accounting Standards Board ("FASB") issued ASU 2024-03, Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures, (Subtopic 220-40): Disaggregation of Income Statement Expenses, which requires a public entity to disaggregate certain expense captions into specified categories in disclosures within the footnotes to the financial statements. This ASU is effective for annual periods beginning after December 15, 2026 and interim reporting periods beginning after December 15, 2027, with early adoption permitted. We are evaluating the effect this guidance will have on the notes to our consolidated financial statements.

There were no other recently issued accounting standards that are expected to have a material effect on the Company's financial condition, results of operations or cash flow.

**ACCO Brands Corporation and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements (Unaudited)**

***Recently Adopted Accounting Standards***

There were no accounting standards that were adopted in the first three months of 2026 that had a material effect on the Company's financial condition, results of operations or cash flow.

**3. Acquisitions**

***Buro Acquisition***

On February 28, 2025, we completed the acquisition (the "Buro Acquisition") of the business of Buro Seating Limited Partnership ("Buro"). Buro is a wholesaler of ergonomic seating in Australia and New Zealand and is included in the Company's International operating segment. The Buro Acquisition extends our presence in Australia and New Zealand into a new product category. The purchase price paid at closing was AU\$16.3 million (US\$10.1 million, based on February 28, 2025 exchange rates). A portion of the purchase price (AU\$2.2 million or US\$1.3 million based on February 28, 2025 exchange rates) is being held in an escrow account for a period of up to 2 years after closing in the event of any claims against the seller under the purchase agreement. The fair value of assets acquired, and liabilities assumed has been finalized. The Buro Acquisition was accounted for as a business combination and Buro's results are included in the Company's condensed consolidated financial statements as of February 28, 2025.

Pro forma financial information is not presented due to immateriality.

***EPOS Acquisition***

On January 30, 2026, we completed the acquisition of EPOS from Demant A/S, a leading Danish hearing healthcare company. Based in Copenhagen, Denmark, EPOS provides a comprehensive range of premium enterprise wired and wireless headsets, and other audio solutions, that build on over a century of research in psychoacoustics. The EPOS product line is designed to reduce listening fatigue, improve voice clarity and support cognitive performance. EPOS complements our global computer accessories portfolio and expands on our strategy into growing technology peripherals. For accounting purposes, the Company is the acquiring enterprise. The EPOS acquisition is being accounted for as a purchase business combination and the results of EPOS are included in both of the Company's operating business segments in our consolidated financial statements as of the acquisition date.

The purchase price paid at closing was €6.5 million (US\$7.8 million, based on January 30, 2026 exchange rates), plus up to an additional €3.0 million (US\$3.6 million based on January 30, 2026 exchange rates) in contingent purchase price consideration. The purchase price, net of cash acquired of \$6.7 million, was \$1.1 million, which was less than the fair value of the identifiable net assets acquired. As a result, the Company recorded a preliminary bargain purchase gain of \$37.6 million, which was included in Non-operating expense (income) in the Consolidated Statements of Income (Loss) for the three months ended March 31, 2026. The preliminary bargain purchase gain resulted from acquiring the business at a purchase price below the estimated fair value of the identifiable net assets acquired. The Company purchased EPOS at a significant discount as the business was operating at a consolidated loss globally. We have the infrastructure to achieve cost synergies with the integration of EPOS into our existing businesses. The Company is continuing to obtain information necessary to finalize the valuation of certain assets and liabilities, including intangible assets. Acquisition related costs for the three months ended March 31, 2026, were \$0.6 million and were reported in Other expense, net in the Company's Consolidated Statements of Income (Loss).

**ACCO Brands Corporation and Subsidiaries**

**Notes to Condensed Consolidated Financial Statements (Unaudited)**

The following table presents the allocation of the consideration given to the estimated fair values of the assets acquired and liabilities assumed at the date of the EPOS acquisition:

(in millions)	At January 30, 2026	
Cash consideration	\$	7.8
Less cash acquired		6.7
Net purchase price	\$	1.1
Fair value of contingent consideration	\$	3.6
Plus fair value of liabilities assumed:		
Accounts payable		7.8
Accrued liabilities		13.2
Non-current deferred tax liabilities		0.9
Fair value of liabilities assumed	\$	21.9
Less fair value of assets acquired:		
Accounts receivable		20.6
Inventory		31.3
Property and equipment		2.3
Non-current deferred tax assets		2.3
Other assets		8.1
Fair value of assets acquired	\$	64.6
Net assets acquired	\$	42.7
Currency translation		0.4
Bargain purchase gain	\$	37.6

Pro forma financial information is not presented due to immateriality.

**4. Long-term Debt and Short-term Borrowings**

Notes payable and long-term debt, listed in order of the priority of security interests in assets of the Company, consisted of the following as of March 31, 2026 and December 31, 2025:

(in millions)	March 31, 2026	December 31, 2025
Euro Senior Secured Term Loan A, due October 2029 (floating interest rate of 4.38% at March 31, 2026 and 4.27% at December 31, 2025)	\$ 97.1	\$ 101.3
Euro Dollar Senior Secured Revolving Credit Facility, due October 2029 (floating interest rate of 4.27% at March 31, 2026 and 4.27% at December 31, 2025)	92.9	106.9
U.S. Dollar Senior Secured Revolving Credit Facility, due October 2029 (floating interest rate of 5.98% at March 31, 2026 and 6.06% at December 31, 2025)	87.1	33.6
Australian Dollar Senior Secured Revolving Credit Facility, due October 2029 (floating interest rate of 6.04% at March 31, 2026 and 6.03% at December 31, 2025)	25.3	24.1
Senior Unsecured Notes, due March 2029 (fixed interest rate of 4.25%)	575.0	575.0
Other borrowings	23.6	—
Total debt	901.0	840.9
Less:		
Current portion	49.3	30.8
Debt issuance costs, unamortized	3.7	4.1
Long-term debt, net	\$ 848.0	\$ 806.0

**ACCO Brands Corporation and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements (Unaudited)**

***Credit Agreement***

The Company is party to a Third Amended and Restated Credit Agreement, dated as of January 27, 2017, as amended, among the Company, certain subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the other agents and various lenders party thereto, (as amended, the "Credit Agreement"). The Credit Agreement provides for a senior secured credit facility, which consists of a €184.8 million (US\$200.0 million based on October 30, 2024 exchange rates) term loan facility, and a US\$467.5 million multi-currency revolving credit facility (the "Revolving Facility").

***Amendment to Credit Agreement***

Effective July 29, 2025, we entered into an amendment to the Credit Agreement, which, among other things, increased our maximum Consolidated Leverage Ratio financial covenant to 4.50x for the third and fourth quarters of 2025, to 4.75x for the first and second quarters of 2026 and to 4.25x for the third and fourth quarters of 2026. Thereafter, the maximum Consolidated Leverage Ratio will return to 4.50x for all first and second fiscal quarters and 4.00x for all third and fourth quarters. In addition, it modified certain covenant baskets related to liens, indebtedness and restricted payments through December 31, 2026. The amendment also required that \$35.0 million in outstanding principal amount under the term loan facility will be repaid on or before September 30, 2025, for which the payment was made as required. Further, the amendment restricts the aggregate amount of dividend payments or share repurchases we can make in 2026 to the greater of \$40.0 million or 1 percent of our Consolidated Total Assets.

Prior to July 29, 2025, the maximum Consolidated Leverage Ratio under the Credit Agreement for all first and second fiscal quarters was 4.50x and 4.00x for all third and fourth fiscal quarters.

The current pricing for borrowings under the Credit Agreement is as follows:

<b>Consolidated Leverage Ratio</b>	<b>Applicable Rate on Euro/AUD/CDN Loans</b>	<b>Applicable Rate on Base Rate Loans</b>	<b>Undrawn Fee</b>
	> 4.25	2.25 %	
> 3.5	2.00 %	1.00 %	0.350 %
> 2.5	1.75 %	0.75 %	0.300 %
≤ 2.5	1.50 %	0.50 %	0.250 %

As of March 31, 2026, the applicable rate on Euro, Australian and Canadian dollar loans was 2.25 percent and the applicable rate on Base Rate loans was 1.25 percent. Undrawn amounts under the Revolving Facility are subject to a commitment fee rate of 0.25 percent to 0.375 percent per annum, depending on the Company's Consolidated Leverage Ratio. As of March 31, 2026, the commitment fee rate was 0.375 percent. Pursuant to the July 29, 2025 amendment to the Credit Agreement, pricing is fixed at Tier 1 (>4.25x) until December 31, 2026. Debt currently outstanding under our Credit Agreement is due on October 30, 2029, with the requirement that we refinance our senior unsecured notes by September 2028.

As of March 31, 2026, there were \$205.3 million in borrowings outstanding under the Revolving Facility (\$17.8 million reported in "Current portion of long-term debt" and \$187.5 million reported in "Long-term debt, net"), and the amount available for borrowings was \$252.3 million (allowing for \$9.9 million of letters of credit outstanding on that date).

As of March 31, 2026, our Consolidated Leverage Ratio was approximately 4.14 to 1.00 versus our maximum covenant of 4.75 to 1.00.

**ACCO Brands Corporation and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements (Unaudited)**

**Senior Unsecured Notes**

On March 15, 2021, the Company completed a private offering of \$575.0 million in aggregate principal amount of 4.25 percent Senior Unsecured Notes (the "Notes") due March 2029. Interest on the Notes is payable semiannually on March 15 and September 15 of each year. The Notes are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by each of the Company's existing and future U.S. subsidiaries, other than certain excluded subsidiaries.

**Guarantees and Security**

Generally, obligations under the Credit Agreement are guaranteed by certain of the Company's existing and future subsidiaries and are secured by substantially all of the Company's and certain guarantor subsidiaries' assets, subject to certain exclusions and limitations.

**5. Leases**

The Company leases its corporate headquarters, various other facilities for distribution, manufacturing and offices, as well as vehicles, forklifts and other equipment. The Company determines if an arrangement is a lease at inception. Leases are included in "Right of use asset, leases" ("ROU Assets"), and the current portion of the lease liability is included in "Lease liabilities" and the non-current portion is included in "Long-term lease liabilities" in the Condensed Consolidated Balance Sheets. The Company currently has an immaterial amount of financing leases and leases with terms of more than one month and less than 12 months.

ROU Assets and lease liabilities are recognized based on the present value of lease payments over the lease term. In determining the present value of leases, the Company uses its incremental collateralized borrowing rate, on a regional basis, as the implicit rate of return is generally not readily determinable for our leases. The incremental borrowing rate is dependent upon the duration of the lease and has been segmented into three groups of time. All leases within the same region and the same group of time share the same incremental borrowing rate. The Company has lease agreements with lease and non-lease components, which are combined for accounting purposes for all classes of underlying assets except information technology equipment.

The components of lease expense were as follows:

<i>(in millions)</i>	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
Operating lease cost	\$ 6.7	\$ 7.1
Sublease income	(0.9)	(0.8)
Total lease cost	<u>\$ 5.8</u>	<u>\$ 6.3</u>

Other information related to leases was as follows:

<i>(in millions, except lease term and discount rate)</i>	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 7.0	\$ 7.4
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	\$ 2.5	\$ 7.4
Weighted average remaining lease term:		
Operating leases	5.1 years	
Weighted average discount rate:		
Operating leases	5.3 %	

**ACCO Brands Corporation and Subsidiaries**  
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Future minimum lease payments, net of sublease income, for all non-cancelable leases as of March 31, 2026 were as follows:

<i>(in millions)</i>	<b>Operating Leases</b>
2026	\$ 19.7
2027	20.7
2028	17.6
2029	13.8
2030	11.7
2031	4.2
Thereafter	5.3
Total minimum lease payments	93.0
Less imputed interest	11.6
Future minimum payments for leases, net of sublease rental income and imputed interest	<u>\$ 81.4</u>

**6. Pension and Other Retiree Benefits**

The components of net periodic benefit (income) cost for pension and post-retirement plans for the three months ended March 31, 2026 and 2025 were as follows:

<i>(in millions)</i>	<b>Three Months Ended March 31,</b>					
	<b>Pension</b>				<b>Post-retirement</b>	
	<b>U.S.</b>		<b>International</b>		<b>2026</b>	<b>2025</b>
	<b>2026</b>	<b>2025</b>	<b>2026</b>	<b>2025</b>		
Service cost	\$ —	\$ —	\$ 0.1	\$ 0.2	\$ —	\$ —
Interest cost	1.8	1.9	4.6	4.5	—	—
Expected return on plan assets	(3.2)	(3.2)	(5.2)	(4.4)	—	—
Amortization of net loss (gain)	0.8	0.6	1.1	1.1	(0.1)	(0.1)
Amortization of prior service cost	—	—	0.1	—	—	—
Net periodic benefit (income) cost <sup>(1)</sup>	<u>\$ (0.6)</u>	<u>\$ (0.7)</u>	<u>\$ 0.7</u>	<u>\$ 1.4</u>	<u>\$ (0.1)</u>	<u>\$ (0.1)</u>

(1) The components of net periodic benefit (income) cost, other than service cost, are included in the line "Non-operating pension (income) expense" in the Consolidated Statements of Income (Loss).

We expect to contribute approximately \$17.9 million to our defined benefit plans in 2026. For the three months ended March 31, 2026, we have contributed \$5.5 million to these plans.

**7. Stock-Based Compensation**

The following table summarizes our stock-based compensation expense, including stock options, restricted stock units ("RSUs") and performance stock units ("PSUs"), for the three months ended March 31, 2026 and 2025:

<i>(in millions)</i>	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
Stock option compensation expense	\$ —	\$ 0.1
RSU compensation expense	1.3	3.4
PSU compensation expense	3.1	4.3
Total stock-based compensation expense	<u>\$ 4.4</u>	<u>\$ 7.8</u>

**ACCO Brands Corporation and Subsidiaries**  
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We generally recognize expense for stock-based awards ratably over the vesting period. During the first quarter of 2026, stock compensation grants were made consisting of 1,824,257 RSUs and 543,440 PSUs.

The following table summarizes our unrecognized compensation expense and the weighted-average period over which the expense will be recognized as of March 31, 2026:

<i>(in millions, except weighted average years)</i>	March 31, 2026	
	Unrecognized Compensation Expense	Weighted Average Years Expense To Be Recognized Over
RSUs	\$11.2	2.4
PSUs	\$3.7	1.6

**8. Inventories**

The components of inventories were as follows:

<i>(in millions)</i>	March 31, 2026		December 31, 2025	
Raw materials	\$	54.9	\$	46.3
Work in process		4.3		3.7
Finished goods		296.8		239.1
Total inventories	\$	356.0	\$	289.1

**9. Goodwill and Identifiable Intangible Assets**

***Goodwill***

We test goodwill for impairment at least annually and on an interim basis if an event or circumstance indicates that it is more likely than not that an impairment loss has been incurred. No such event or circumstance was identified during the first quarter ended March 31, 2026.

Changes in the net carrying amount of goodwill by segment were as follows:

<i>(in millions)</i>	ACCO Brands Americas		ACCO Brands International		Total	
Balance at December 31, 2025	\$	254.7	\$	223.8	\$	478.5
Foreign currency translation		0.4		(6.2)		(5.8)
Balance at March 31, 2026	\$	255.1	\$	217.6	\$	472.7

The goodwill balance includes \$530.8 million of accumulated impairment losses as of December 31, 2025 and March 31, 2026.

***Identifiable Intangible Assets***

We test our indefinite-lived intangible for impairment at least annually. We also test for impairment on an interim basis if an event or circumstance indicates that it is more likely than not that an impairment loss has occurred. No such event or circumstance was identified during the first quarter ended March 31, 2026.

**ACCO Brands Corporation and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements (Unaudited)**

The gross carrying value and accumulated amortization by class of identifiable intangible assets as of March 31, 2026 and December 31, 2025, were as follows:

<i>(in millions)</i>	March 31, 2026			December 31, 2025		
	Gross Carrying Amounts	Accumulated Amortization	Net Book Value	Gross Carrying Amounts	Accumulated Amortization	Net Book Value
Indefinite-lived intangible assets:						
Trade name <sup>(1)</sup>	\$ 101.2	\$ (44.5)	\$ 56.7	\$ 101.2	\$ (44.5)	\$ 56.7
Amortizable intangible assets:						
Trade names	656.6	(191.1)	465.5	658.9	(185.7)	473.2
Customer and contractual relationships	369.4	(262.7)	106.7	371.8	(260.4)	111.4
Vendor relationships	82.4	(29.1)	53.3	82.4	(27.7)	54.7
Patents	9.5	(8.7)	0.8	8.2	(7.3)	0.9
Subtotal	1,117.9	(491.6)	626.3	1,121.3	(481.1)	640.2
Total identifiable intangibles	<u>\$ 1,219.1</u>	<u>\$ (536.1)</u>	<u>\$ 683.0</u>	<u>\$ 1,222.5</u>	<u>\$ (525.6)</u>	<u>\$ 696.9</u>

(1) Accumulated amortization prior to the adoption of authoritative guidance on goodwill and other intangible assets, at which time further amortization ceased.

The Company's intangible amortization expense for the three months ended March 31, 2026 and 2025, was \$11.4 million and \$11.3 million, respectively.

Estimated amortization expense for amortizable intangible assets, as of March 31, 2026, for the current year and the next five years is as follows:

<i>(in millions)</i>	2026	2027	2028	2029	2030	2031
Estimated amortization expense <sup>(2)</sup>	\$ 44.8	\$ 42.3	\$ 40.1	\$ 38.3	\$ 37.3	\$ 36.2

(2) Actual amounts of amortization expense may differ from estimated amounts due to changes in foreign currency exchange rates, additional intangible asset acquisitions, impairment of intangible assets, accelerated amortization of intangible assets and other events.

**Acquired Identifiable Intangibles**

**Buro Acquisition**

The valuation of identifiable intangible assets of \$5.8 million acquired in the Buro Acquisition includes an amortizable trade name "Buro", and amortizable customer relationships, which have been recorded at their estimated fair values. The fair value of the trade name was determined using the relief from royalty method, which is based on the present value of royalty fees derived from projected revenues. The fair value of the customer relationships was determined using the multi-period excess earning method which is based on the present value of the projected after-tax cash flows adjusted for contributory asset charges.

The allocation of the identifiable intangibles acquired in the Buro Acquisition was as follows:

<i>(in millions)</i>	Fair Value	Remaining Useful Life
Trade name	\$ 1.9	20 years
Customer relationships	3.9	9 years
Total identifiable intangibles acquired	<u>\$ 5.8</u>	

**ACCO Brands Corporation and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements (Unaudited)**

**10. Restructuring**

The Company recorded \$6.7 million of restructuring expense for the three months ended March 31, 2026, which was primarily for severance related to the integration of EPOS and our cost reduction programs in both the Americas and International segments. The Company recorded \$2.3 million of net restructuring expense for the three months ended March 31, 2025.

The summary of the activity in the restructuring liability for the three months ended March 31, 2026 was as follows:

<i>(in millions)</i>	Balance at December 31, 2025	Provision	Cash Expenditures	Non-cash Items/Currenc y Change	Balance at March 31, 2026
Employee termination costs	\$ 23.0	\$ 6.4	\$ (5.4)	\$ (0.5)	\$ 23.5
Other	0.3	0.3	(0.2)	—	0.4
Total restructuring liability <sup>(1)</sup>	<u>\$ 23.3</u>	<u>\$ 6.7</u>	<u>\$ (5.6)</u>	<u>\$ (0.5)</u>	<u>\$ 23.9</u>

(1) We expect \$21.1 million of the remaining \$23.9 million of restructuring costs to be paid in the next twelve months.

The summary of the activity in the restructuring liability for the three months ended March 31, 2025 was as follows:

<i>(in millions)</i>	Balance at December 31, 2024	Provision	Cash Expenditures	Non-cash Items/Currenc y Change	Balance at March 31, 2025
Employee termination costs	\$ 26.6	\$ 0.5	\$ (7.8)	\$ 0.2	\$ 19.5
Other	—	1.8	(1.8)	—	—
Total restructuring liability	<u>\$ 26.6</u>	<u>\$ 2.3</u>	<u>\$ (9.6)</u>	<u>\$ 0.2</u>	<u>\$ 19.5</u>

**11. Income Taxes**

For the three months ended March 31, 2026, we recorded income tax benefit of \$4.5 million on income before taxes of \$14.9 million. For the three months ended March 31, 2025, we recorded income tax benefit of \$3.3 million on a loss before taxes of \$16.5 million. The \$1.2 million increase in income tax benefit for the three months ended March 31, 2026 was primarily attributable to the decrease in income before taxes for the three months ended March 31, 2026 without the bargain purchase gain that carries no tax effect.

The U.S. federal statute of limitations remains open for the years 2021 and forward. Foreign and U.S. state jurisdictions have statutes of limitations generally ranging from 2 to 6 years. Years still open to examination by foreign tax authorities in major jurisdictions include Australia (2021 forward), Brazil (2021 forward), Canada (2020 forward), Germany (2020 forward), Sweden (2024 forward) and the U.K. (2024 forward). We are currently under examination in certain foreign and U.S. jurisdictions.

**ACCO Brands Corporation and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements (Unaudited)**

***One Big Beautiful Bill Act ("OB3")***

On July 4, 2025, the One Big Beautiful Bill Act ("OB3") was enacted into law. The OB3 includes significant provisions, such as allowing for accelerated tax deductions for qualified property and research expenditures, and reinstating the use of earnings before interest, taxes, depreciation, and amortization in determining tax deductions related to business interest expense. In addition to the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act, the OB3 also modifies the international tax framework and restores favorable tax treatment for certain business provisions. The legislation has multiple effective dates, with certain provisions effective in 2025 and others implemented through 2027. The Company continues to evaluate the impacts of OB3.

***Organisation for Economic Co-operation and Development ("OECD") Global Anti-Base Erosion Model Rules (Pillar Two)***

Legislatures and taxing authorities in many jurisdictions in which we operate may enact changes to, or seek to enforce, novel interpretations of their tax rules. These changes may include modifications that can be temporary or permanent. For example, the Organisation for Economic Cooperation and Development (the "OECD"), the European Union and other countries (including countries in which we operate) have committed to enacting substantial changes to numerous long-standing tax principles impacting how large multinational enterprises are taxed. In particular, the OECD's Pillar Two initiative introduces a 15% global minimum tax (the "Global Minimum Tax") applied on a country-by-country basis and some jurisdictions have enacted a Global Minimum Tax effective January 1, 2024 while others are still evaluating the situation. As of March 31, 2026, there was no impact to our effective tax rate resulting from the enactment of a Global Minimum Tax in the jurisdictions in which we operate. Management will continue to assess the impact and materiality of these potential new rules as well as any other changes in domestic and international tax rules and regulations.

***Brazil Tax Assessments***

In connection with our May 1, 2012, acquisition of the Mead Consumer and Office Products business ("Mead C&OP"), we assumed all of the tax liabilities for the acquired foreign operations including its operating entity in Brazil ("ACCO Brazil"). In December of 2012, the Federal Revenue Department of the Ministry of Finance of Brazil ("FRD") issued a tax assessment against ACCO Brazil, challenging the tax deduction of goodwill from ACCO Brazil's taxable income for the year 2007 (the "First Assessment"). A second assessment challenging the deduction of goodwill from ACCO Brazil's taxable income for the years 2008, 2009 and 2010 was issued by the FRD in October 2013 (the "Second Assessment" and together with the First Assessment, the "Brazil Tax Assessments").

ACCO Brazil challenged both the foregoing assessments at the administrative level in the Brazilian Administrative Court of Tax Appeals ("BACTA"). Following adverse decisions from the BACTA concerning the deductibility of goodwill, ACCO Brazil appealed the decisions to the Brazilian judicial courts. Although we believed we had meritorious defenses, because there was no settled legal precedent on which to base a definitive opinion as to whether we would ultimately prevail, we considered the outcome of these disputes to be uncertain. Since it was not more likely than not that we would prevail, in 2012 we recorded an initial reserve in the amount of \$44.5 million (at December 31, 2012 exchange rates) in consideration of this contingency, of which \$43.3 million was recorded as an adjustment to the purchase price, and which included the 2007-2012 tax years plus penalties and interest through December 2012. Between the time we recorded this initial reserve and June 13, 2025, we adjusted the reserve for various developments affecting the contingency, and on that date, we had reserved \$20.5 million in tax, penalties and interest (at June 13, 2025 exchange rates and reported in "Other non-current liabilities").

While the judicial appeals were pending, in January 2025, the Attorney General's Office of the Brazilian National Treasury ("Brazilian Treasury") offered an amnesty program in which it agreed to dismiss with prejudice any pending goodwill cases in

## ACCO Brands Corporation and Subsidiaries

### Notes to Condensed Consolidated Financial Statements (Unaudited)

exchange for the payment of at least 35 percent of the outstanding assessment principal, interest and legal fees on or before June 30, 2025. After considering this offer and to avoid further expense and uncertainty, ACCO Brazil decided to participate in the amnesty program. In June 2025, the Brazilian Treasury accepted ACCO Brazil's intent to participate in the amnesty program. The total amount of the settlement under this program was determined to be \$7.4 million. The Company paid an initial installment of \$2.0 million on June 30, 2025, and under the terms of the settlement, the remaining \$5.4 million will be paid in monthly installments, including interest, through June 2026. Upon completion of these payments, the pending cases will be dismissed with prejudice, thereby resolving the matter.

#### 12. Earnings per Share

The computation of earnings per share for the three months ended March 31, 2026 and 2025 was as follows:

<i>(in millions except per share data)</i>	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
Net income (loss)	\$ 19.4	\$ (13.2)
Determination of shares:		
Weighted-average number of common shares outstanding	92.6	93.3
Shares issuable on exercise of stock awards, net of shares assumed to be purchased out of proceeds at average market price	2.9	—
Average common shares outstanding for fully diluted computation <sup>(1)</sup>	95.5	93.3
Per share:		
Basic income (loss) per share	\$ 0.21	\$ (0.14)
Diluted income (loss) per share	\$ 0.20	\$ (0.14)
Shares outstanding as of March 31,	92.3	90.1

(1) Diluted by assumed exercise of stock-based compensation awards using the treasury stock method.

For the three months ended March 31, 2026 and 2025, approximately 8.4 million and 9.5 million shares, respectively, were excluded from the computation of diluted earnings per share as their effect would have been anti-dilutive.

Under our stock repurchase program, for the three months ended March 31, 2026, we did not repurchase or retire any shares. For the three months ended March 31, 2025, we repurchased and retired 3.2 million shares. For each of the three months ended March 31, 2026 and 2025, we acquired 1.0 million and 0.2 million shares, respectively, related to tax withholding for share-based compensation.

#### 13. Derivative Financial Instruments

We are exposed to various market risks, including changes in foreign currency exchange rates and interest rate changes. We enter into financial instruments to manage and reduce the impact of these risks, not for trading or speculative purposes. The counterparties to these financial instruments are major financial institutions. We continually monitor our foreign currency exposures in order to maximize the overall effectiveness of our foreign currency hedge positions. Principal currencies hedged against the U.S. dollar include the Euro, Australian dollar, Canadian dollar, Swedish krona, British pound and Japanese yen. We are subject to credit risk, which relates to the ability of counterparties to meet their contractual payment obligations or the potential non-performance by counterparties to financial instrument contracts. Management continues to monitor the status of our counterparties and will take action, as appropriate, to further manage our counterparty credit risk. There are no credit contingency features in our derivative financial instruments.

When hedge accounting is applicable, on the date we enter into a derivative, the derivative is designated as a hedge of the identified exposure. We measure the effectiveness of our hedging relationships both at hedge inception and on an ongoing basis.

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**Forward Currency Contracts**

We enter into forward foreign currency contracts with third parties to reduce the effect of fluctuating foreign currencies, primarily on foreign denominated inventory purchases and intercompany loans. Our primary exposure to currency movements is in the Euro, the Swedish krona, the British pound, the Brazilian real, the Australian dollar, the Canadian dollar, and the Mexican peso.

Forward currency contracts are used to hedge foreign denominated inventory purchases for Europe, Australia, Canada, Japan and New Zealand, and are designated as cash flow hedges. Unrealized gains and losses on these contracts are deferred in Accumulated Other Comprehensive Income (Loss) ("AOCI") until the contracts are settled and the underlying hedged transactions relating to inventory purchases are recognized, at which time the deferred gains or losses will be reported in the "Cost of products sold" line in the Consolidated Statements of Income (Loss). As of March 31, 2026 and December 31, 2025, we had cash flow foreign exchange contracts outstanding with a U.S. dollar equivalent notional value of \$105.4 million and \$101.5 million, respectively, which were designated as hedges.

Forward currency contracts used to hedge foreign denominated intercompany loans are not designated as hedging instruments. Gains and losses on these derivative instruments are recognized within "Other expense, net" in the Consolidated Statements of Income (Loss) and are largely offset by the change in the current translated value of the hedged item. The periods of the forward foreign exchange contracts correspond to the periods of the hedged transactions. As of March 31, 2026 and December 31, 2025, we had foreign exchange contracts outstanding with a U.S. dollar equivalent notional value of \$36.6 million and \$38.7 million, respectively, which were not designated as hedges.

The following table summarizes the fair value of our derivative financial instruments as of March 31, 2026 and December 31, 2025:

<i>(in millions)</i>	<b>Fair Value of Derivative Instruments</b>					
	<b>Derivative Assets</b>			<b>Derivative Liabilities</b>		
	<b>Balance Sheet Location</b>	<b>March 31, 2026</b>	<b>December 31, 2025</b>	<b>Balance Sheet Location</b>	<b>March 31, 2026</b>	<b>December 31, 2025</b>
<b>Derivatives designated as hedging instruments:</b>						
Foreign exchange contracts	Other current assets	\$ 2.1	\$ 0.3	Other current liabilities	\$ 0.6	\$ 1.2
<b>Derivatives not designated as hedging instruments:</b>						
Foreign exchange contracts	Other current assets	0.2	0.3	Other current liabilities	0.3	—
Total derivatives		<u>\$ 2.3</u>	<u>\$ 0.6</u>		<u>\$ 0.9</u>	<u>\$ 1.2</u>

**ACCO Brands Corporation and Subsidiaries**

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The following tables summarize the pre-tax effect of our derivative financial instruments on the condensed consolidated financial statements for the three months ended March 31, 2026 and 2025:

<i>(in millions)</i>	<b>The Effect of Derivative Instruments in Cash Flow Hedging Relationships on the Consolidated Financial Statements</b>					
	<b>Amount of Gain (Loss) Recognized in AOCI (Effective Portion)</b>		<b>Location of (Gain) Loss Reclassified from AOCI to Income</b>		<b>Amount of (Gain) Loss Reclassified from AOCI to Income (Effective Portion)</b>	
	<b>2026</b>	<b>2025</b>	<b>2026</b>	<b>2025</b>		
Cash flow hedges:						
Foreign exchange contracts	\$ 1.2	\$ (0.6)	Cost of products sold	\$ 0.8	\$ (2.0)	

<i>(in millions)</i>	<b>The Effect of Derivatives Not Designated as Hedging Instruments on the Consolidated Financial Statements</b>			
	<b>Location of (Gain) Loss Recognized in Income on Derivatives</b>		<b>Amount of (Gain) Loss Recognized in Income</b>	
	<b>2026</b>	<b>2025</b>		
Foreign exchange contracts	Other expense, net	\$ 0.2	\$ 0.1	

**14. Fair Value of Financial Instruments**

In establishing a fair value, there is a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The basis of the fair value measurement is categorized in three levels, in order of priority, as described below:

- Level 1 Unadjusted quoted prices in active markets for identical assets or liabilities
- Level 2 Unadjusted quoted prices in active markets for similar assets or liabilities, or  
Unadjusted quoted prices for identical or similar assets or liabilities in markets that are not active, or  
Inputs other than quoted prices that are observable for the asset or liability
- Level 3 Unobservable inputs for the asset or liability

We utilize the best available information in measuring fair value. Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

We have determined that our financial assets and liabilities described in "Note 13. Derivative Financial Instruments" are Level 2 in the fair value hierarchy. The following table sets forth our financial assets and liabilities that were accounted for at fair value on a recurring basis as of March 31, 2026 and December 31, 2025:

<i>(in millions)</i>	<b>March 31, 2026</b>	<b>December 31, 2025</b>
<b>Assets:</b>		
Forward currency contracts	\$ 2.3	\$ 0.6
<b>Liabilities:</b>		
Forward currency contracts	\$ 0.9	\$ 1.2

Our forward currency contracts are included in "Other current assets," "Other current liabilities," "Other non-current assets," or "Other non-current liabilities." The forward foreign currency exchange contracts are primarily valued based on the foreign currency spot and forward rates quoted by banks or foreign currency dealers. As such, these derivative instruments are classified within Level 2.

**ACCO Brands Corporation and Subsidiaries**

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The fair values of cash and cash equivalents, notes payable to banks, accounts receivable and accounts payable approximate carrying amounts due principally to their short maturities. The carrying amount of total debt was \$901.0 million and \$840.9 million and the estimated fair value of total debt was \$837.8 million and \$799.2 million at March 31, 2026 and December 31, 2025, respectively. The fair values are determined from quoted market prices, where available, and from using current interest rates based on credit ratings and the remaining terms of maturity.

**Nonrecurring Fair Value Measurements**

On a non-recurring basis, we remeasure the fair value of the goodwill of our reporting units and of our trade name indefinite-lived intangibles if an event or circumstance indicates that it is more likely than not that an impairment loss has been incurred. The fair value of our reporting units and trade names are considered Level 3 measurements. Level 3 measurements require significant unobservable inputs that are reflected in our assumptions. See "Note 9. Goodwill and Identifiable Intangible Assets" for more information.

**15. Accumulated Other Comprehensive Income (Loss)**

AOCI is defined as net income (loss) and other changes in stockholders' equity from transactions and other events from sources other than stockholders. The components of, and changes in, AOCI were as follows:

<i>(in millions)</i>	Derivative Financial Instruments	Foreign Currency Adjustments	Unrecognized Pension and Other Post- retirement Benefit Costs	Accumulated Other Comprehensive Income (Loss)
<b>Balance at December 31, 2025</b>	\$ (0.7)	\$ (359.4)	\$ (162.5)	\$ (522.6)
Other comprehensive income (loss) before reclassifications, net of tax	0.9	(2.8)	2.1	0.2
Amounts reclassified from accumulated other comprehensive income (loss), net of tax	0.6	—	1.8	2.4
<b>Balance at March 31, 2026</b>	<u>\$ 0.8</u>	<u>\$ (362.2)</u>	<u>\$ (158.6)</u>	<u>\$ (520.0)</u>

The reclassifications out of AOCI for the three months ended March 31, 2026 and 2025 were as follows:

<i>(in millions)</i>	Three Months Ended March 31,		
	2026	2025	
Details about Accumulated Other Comprehensive Income (Loss) Components	Amount Reclassified from Accumulated Other Comprehensive Income (Loss)		Location on Income Statement
Gain (loss) on cash flow hedges:			
Foreign exchange contracts	\$ (0.8)	\$ 2.0	Cost of products sold
Tax benefit (expense)	0.2	(0.5)	Income tax benefit
Net of tax	<u>\$ (0.6)</u>	<u>\$ 1.5</u>	
Defined benefit plan items:			
Amortization of net actuarial loss <sup>(1)</sup>	\$ (1.8)	\$ (1.6)	
Amortization of prior service cost <sup>(1)</sup>	(0.1)	—	
Total before tax	(1.9)	(1.6)	
Tax benefit	0.1	0.1	Income tax benefit
Net of tax	<u>\$ (1.8)</u>	<u>\$ (1.5)</u>	
Total reclassifications for the period, net of tax	<u>\$ (2.4)</u>	<u>\$ —</u>	

(1) These AOCI components are included in the computation of net periodic benefit (income) cost for pension and post-retirement plans.

**ACCO Brands Corporation and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements (Unaudited)**

**16. Revenue Recognition**

Revenue is recognized when control of the promised goods or services is transferred to our customers in an amount reflective of the consideration we expect to receive in exchange for those goods or services. Taxes we collect concurrent with revenue producing activities are excluded from revenue. Incidental items incurred that are immaterial in the context of the contract are expensed.

At the inception of each contract, the Company assesses the products and services promised and identifies each distinct performance obligation. To identify the performance obligations, the Company considers all products and services promised regardless of whether they are explicitly stated or implied within the contract or by standard business practices.

Freight and distribution activities performed before the customer obtains control of the goods are not considered promised services under customer contracts and therefore are not distinct performance obligations. The Company has chosen to account for shipping and handling activities as a fulfillment activity and therefore accrues the expense of freight and distribution in "Cost of products sold" when products are shipped.

As of December 31, 2025, there was \$2.5 million of unearned revenue associated with outstanding service or extended maintenance agreements ("EMAs"), primarily reported in "Other current liabilities." During the three months ended March 31, 2026, \$1.0 million of the unearned revenue was earned and recognized. As of March 31, 2026, the amount of unearned revenue from EMAs was \$2.3 million. We expect to earn and recognize approximately \$1.9 million of the unearned amount in the next 12 months and \$0.4 million in periods beyond the next 12 months.

The following tables present our net sales disaggregated by regional geography, based upon our operating segments and our net sales disaggregated by the timing of revenue recognition for the three months ended March 31, 2026 and 2025:

<i>(in millions)</i>	Three Months Ended March 31,			
	2026		2025	
United States	\$	125.3	\$	127.8
Canada		14.7		14.2
Latin America		38.5		31.9
ACCO Brands Americas		178.5		173.9
EMEA <sup>(1)</sup>		129.4		112.6
Australia/N.Z.		27.1		23.3
Asia		8.7		7.6
ACCO Brands International		165.2		143.5
Net sales <sup>(2)</sup>	\$	343.7	\$	317.4

(1) EMEA is comprised largely of Europe but also includes export sales to the Middle East and Africa.

(2) Net sales are attributed to geographic areas based on the location of the selling subsidiaries.

<i>(in millions)</i>	Three Months Ended March 31,			
	2026		2025	
Product and services transferred at a point in time	\$	337.2	\$	309.2
Product and services transferred over time		6.5		8.2
Net sales	\$	343.7	\$	317.4

**ACCO Brands Corporation and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements (Unaudited)**

**17. Information on Operating Segments**

The Company has two operating segments based in different geographic regions: Americas and International. Each operating segment designs, markets, sources, manufactures and sells recognized consumer, technology and business branded products used in schools, homes, and at work. Product designs are tailored to end-user preferences in each geographic region, and where possible, leverage common engineering, design and sourcing.

Our Chief Operating Decision Maker ("CODM"), which is our President and Chief Executive Officer, analyzes and evaluates the Company's financial results at the operating segment level to assess performance and allocate resources. This includes net revenue, gross margins, operating income, restructuring expense, components of working capital investments, and other ratio performance metrics. The significant expense categories and amounts align with the segment-level information that is regularly provided to the CODM.

The Company's two operating segments are as follows:

Operating Segment	Geography	Primary Brands	Primary Products
ACCO Brands Americas	United States, Canada and Latin America	AT-A-GLANCE <sup>®</sup> , Barrilito <sup>®</sup> , EPOS, Five Star <sup>®</sup> , Foroni <sup>®</sup> , GBC <sup>®</sup> , Hilroy <sup>®</sup> , Kensington <sup>®</sup> , Mead <sup>®</sup> , PowerA <sup>®</sup> , Quartet <sup>®</sup> , Swingline <sup>®</sup> and Tilibra <sup>®</sup>	Note taking products, gaming and computer accessories; planners; workspace machines, tools and essentials and dry erase boards and accessories.
ACCO Brands International	EMEA, Australia/N.Z., and Asia	Artline <sup>®</sup> *, Buro <sup>®</sup> , Derwent <sup>®</sup> , EPOS, Esselte <sup>®</sup> , Franken <sup>®</sup> , GBC <sup>®</sup> , Kensington <sup>®</sup> , Leitz <sup>®</sup> , Marbig <sup>®</sup> , NOBO <sup>®</sup> , PowerA <sup>®</sup> , Rapid <sup>®</sup> , Rexel <sup>®</sup> and Spirax <sup>®</sup> *Australia/N.Z. only	Filing and organization products; workspace machines, tools and essentials; gaming and computer accessories; dry erase boards and accessories; ergonomic products; seating; and writing and art products.

**Customers**

We distribute our products through a wide variety of channels to ensure that our products are readily and conveniently available for purchase by consumers and other end-users, wherever they prefer to shop. These channels include mass retailers, e-tailers, discount, drug/grocery and variety chains, warehouse clubs, hardware and specialty stores, independent office product dealers, office superstores, wholesalers, contract stationers and specialist technology businesses. We also sell directly through e-commerce sites and our direct sales organization.

**ACCO Brands Corporation and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements (Unaudited)**

The operating results regularly provided to the CODM for our operating segments for the three months ended March 31, 2026 and 2025 were as follows:

	For The Three Months Ended March 31, 2026			For The Three Months Ended March 31, 2025		
	ACCO Brands Americas	ACCO Brands International	Total	ACCO Brands Americas	ACCO Brands International	Total
Net Sales	\$ 178.5	\$ 165.2	\$ 343.7	\$ 173.9	\$ 143.5	\$ 317.4
Cost of products sold	126.2	110.7	236.9	120.4	97.4	217.8
Gross profit	52.3	54.5	106.8	53.5	46.1	99.6
Sales and marketing expenses <sup>(1)</sup>	23.9	29.2	53.1	25.8	22.6	48.4
Administrative expenses <sup>(2)</sup>	15.7	14.2	29.9	17.7	13.9	31.6
Restructuring	2.2	4.5	6.7	1.8	0.5	2.3
All other <sup>(3)</sup>	7.1	4.2	11.3	7.3	4.0	11.3
Segment operating income	3.4	2.4	5.8	0.9	5.1	6.0
Corporate expense			16.2			12.7
Total consolidated operating loss			(10.4)			(6.7)
Interest expense, net			9.3			8.9
Non-operating pension expense			(0.1)			0.5
Bargain purchase gain			(37.6)			—
Other expense			3.1			0.4
Income (loss) before income tax			\$ 14.9			\$ (16.5)

(1) Sales and Marketing consists primarily of advertising, marketing, selling, customer service and research and development.

(2) Administrative expense consists primarily of executive, finance, information technology and human resources expenses.

(3) All other expense primarily consists of amortization of intangibles.

The following table presents the measure of operating segment assets used by the Company's CODM as of March 31, 2026 and December 31, 2025:

(in millions)	March 31, 2026	December 31, 2025
ACCO Brands Americas	\$ 393.8	\$ 445.9
ACCO Brands International	239.9	202.9
Total segment assets <sup>(4)</sup>	633.7	648.8
Goodwill	472.7	478.5
Identifiable intangibles, net	683.0	696.9
Property, plant and equipment, net	138.5	138.8
Unallocated assets <sup>(5)</sup>	354.0	290.0
Total assets	\$ 2,281.9	\$ 2,253.0

(4) Segment assets represent assets that are regularly provided to the CODM and consist of accounts receivable less allowances and inventory.

(5) Unallocated assets consist primarily of cash, deferred taxes, derivatives, prepaid pension assets, prepaid debt issuances costs and right of use asset, leases.

**ACCO Brands Corporation and Subsidiaries**

**Notes to Condensed Consolidated Financial Statements (Unaudited)**

Property, plant, and equipment, net by operating segment as of March 31, 2026 and December 31, 2025:

<i>(in millions)</i>	March 31, 2026	December 31, 2025
U.S.	\$ 47.6	\$ 48.5
Canada	0.7	0.8
Latin America	24.6	24.2
<b>ACCO Brands Americas</b>	<b>72.9</b>	<b>73.5</b>
ACCO Brands EMEA	55.9	55.8
Australia/N.Z.	9.1	8.9
Asia-Pacific	0.6	0.6
<b>ACCO Brands International</b>	<b>65.6</b>	<b>65.3</b>
Property, plant and equipment, net	<b>\$ 138.5</b>	<b>\$ 138.8</b>

Capital spend by operating segment as of March 31, 2026 and December 31, 2025:

<i>(in millions)</i>	March 31, 2026	December 31, 2025
ACCO Brands Americas	\$ 1.5	\$ 13.4
ACCO Brands International	1.8	6.1
Total capital spend	<b>\$ 3.3</b>	<b>\$ 19.5</b>

Depreciation expense by operating segment for the three months ended March 31, 2026 and 2025 was as follows:

<i>(in millions)</i>	Three Months Ended March 31,	
	2026	2025
ACCO Brands Americas	\$ 3.0	\$ 4.5
ACCO Brands International	2.4	2.2
Total depreciation	<b>\$ 5.4</b>	<b>\$ 6.7</b>

**18. Commitments and Contingencies**

***Brazil Tax Assessments***

In connection with our May 1, 2012, acquisition of the Mead C&OP business, we assumed all of the tax liabilities for the acquired foreign operations including ACCO Brazil. In June 2025, we agreed with the Brazilian Treasury to settle the Brazil Tax Assessments pursuant to an amnesty program. For further information, see "Note 11. Income Taxes - *Brazil Tax Assessments*".

***Other Pending Litigation***

We are party to various lawsuits, regulatory proceedings, and claims incidental to our business. In addition, we may be unaware of third-party claims of intellectual property infringement relating to our technology, brands, or products, and we may face other claims related to business operations. Any litigation regarding patents or other intellectual property could be costly and time-consuming and might require us to pay monetary damages or enter into costly license agreements. We also may be subject to injunctions against development and sale of certain of our products.

It is the opinion of management that the ultimate resolution of currently outstanding matters will not have a material adverse effect on our financial condition, results of operations or cash flow. However, there is no assurance that we will ultimately be successful in our defense of any of these matters or that an adverse outcome in any matter will not affect our results of operations, financial condition or cash flow. Further, future claims, lawsuits and legal proceedings could materially and adversely affect our business, reputation, results of operations and financial condition.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### Introduction

Management's Discussion and Analysis of Financial Condition and Results of Operations for the three months ended March 31, 2026 and 2025 should be read in conjunction with the unaudited condensed consolidated financial statements of ACCO Brands Corporation and the accompanying notes contained therein.

### Overview of the Company

ACCO Brands is a leading global consumer, technology and business branded products company, providing well-known brands and innovative product solutions used in schools, homes and at work. These brands include At-A-Glance<sup>®</sup>, Barrilito<sup>®</sup>, EPOS<sup>®</sup>, Esselte<sup>®</sup>, Five Star<sup>®</sup>, Foroni<sup>®</sup>, GBC<sup>®</sup>, Hilroy<sup>®</sup>, Kensington<sup>®</sup>, Leitz<sup>®</sup>, Mead<sup>®</sup>, PowerA<sup>®</sup>, Quartet<sup>®</sup>, Rapid<sup>®</sup>, Swingline<sup>®</sup>, Tilibra<sup>®</sup> and others. Our products are sold primarily in the U.S., Europe, Australia, Canada, Brazil and Mexico.

The Company has two operating segments, Americas and International. Each operating segment designs, markets, sources, manufactures, and sells recognized consumer, technology and business branded products used in schools, homes and at work. Product designs are tailored to end-user preferences in each geographic region, and where possible, leverage common engineering, design, and sourcing.

Our product categories include gaming and computer accessories; storage and organization; notebooks; shredding; laminating and binding machines; stapling; punching; planners; dry erase boards; and do-it-yourself tools, among others. We distribute our products through a wide variety of channels to ensure that our products are readily and conveniently available for purchase by consumers and other end-users, wherever they prefer to shop. These channels include mass retailers, e-tailers, discount, drug/grocery and variety chains, warehouse clubs, hardware and specialty stores, independent office product dealers, office superstores, wholesalers, contract stationers, and specialty technology distributors. We also sell directly through e-commerce sites and our direct sales organization.

On January 30, 2026, we completed the acquisition of EPOS from Demant A/S ("EPOS"), a leading Danish hearing healthcare company. Based in Copenhagen, Denmark, EPOS provides a comprehensive range of premium enterprise wired and wireless headsets, and other audio solutions, that build on over a century of research in psychoacoustics. The EPOS product line is designed to reduce listening fatigue, improve voice clarity and support cognitive performance. EPOS complements our global computer accessories portfolio and expands on our strategy into growing technology peripherals.

### Overview of Performance

The first quarter benefited from favorable foreign exchange and the acquisition of EPOS, including a preliminary bargain purchase gain of \$37.6 million. The Company continues to be impacted by softer global demand primarily due to lower consumer and office spending, the weak macroeconomic conditions, and geopolitical instability. We expect these collective global trends and the impact of evolving trade policy to continue to impact our results of operations.

During the first quarter, our net sales increased \$26.3 million, or 8.3 percent, compared to the prior year's first quarter. The net sales increase reflects favorable foreign exchange and the acquisition of EPOS.

We reported an operating loss of \$10.4 million in the first quarter, compared to an operating loss of \$6.7 million in the prior year's first quarter. The quarter was impacted by higher restructuring and a litigation settlement, partly offset by the benefit of cost reduction actions.

Our operating cash flow for the first three months was cash provided of \$3.5 million compared to cash provided of \$5.5 million in the prior year primarily reflecting reductions in working capital. Our operating cash flow continues to be seasonal with a historic pattern of strong inflows during the second half of the year.

### **Response to Tariffs**

In reaction to the evolving tariff landscape, we have taken, and will continue to take, a number of actions:

- Communicated and implemented price increases in the U.S.,
- Moved sourcing of our U.S. products to countries where we believe tariffs will be lower over the long term,
- Negotiated with suppliers on best terms, and
- Expanded our SKU rationalization in the U.S. and offered our customers item substitutions for high-cost products.

In February 2026, the U.S. Supreme Court overturned the tariffs imposed in the prior year under the International Emergency Economic Powers Act ("IEEPA"), reducing the impact of U.S. tariffs on imported goods prospectively. The ruling did not address refunds and, as such, there is uncertainty about who may be entitled to refunds. In March 2026, the Court of International Trade ("CIT") directed the U.S. Customs and Border Protection ("CBP") to begin refunding all tariffs imposed under IEEPA and in April 2026, the Trump Administration has developed a refund mechanism and portal but has not waived its right to appeal the CIT order to limit the scope of refunds and may dispute refunds for some claims which may affect our consideration regarding recovery recognition. We have been evaluating our approach towards potential refunds and have not yet taken steps to seek a refund of tariffs we have previously paid. Additionally, we are evaluating other implications attributable to such actions including effects on our contracts with customers and the potential risk of price concessions which may give rise to future obligations and affect future operating results. As of March 31, 2026, the consolidated financial statements do not reflect any impacts attributable to such refunds.

For further information on our risks related to the impact of tariffs and changes in trade policies, see "Part I, Item 1A. Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2025.

## Consolidated Results of Operations for the Three Months Ended March 31, 2026 and 2025

<i>(in millions, except per share data)</i>	Three Months Ended March 31,		Amount of Change	
	2026	2025	\$	%/pts
<b>Net sales</b>	<b>\$343.7</b>	<b>\$317.4</b>	<b>\$26.3</b>	<b>8.3 %</b>
Comparable sales (Non-GAAP) <sup>(1)</sup>	\$309.4	\$317.4	\$(8.0)	(2.5)%
Gross profit	106.8	99.6	7.2	7.2 %
<i>Gross profit margin</i>	<i>31.1 %</i>	<i>31.4 %</i>		
Selling, general and administrative expenses	99.1	92.7	6.4	6.9 %
Intangible amortization and other operating expense	18.1	13.6	4.5	33.1 %
<b>Operating loss</b>	<b>(10.4)</b>	<b>(6.7)</b>	<b>(3.7)</b>	<b>55.2 %</b>
<i>Operating loss margin</i>	<i>(3.0)%</i>	<i>(2.1)%</i>		
Interest expense, net	9.3	8.9	0.4	4.5 %
Bargain purchase gain	(37.6)	—	(37.6)	NM
Non-operating pension and other expense, net	3.0	0.9	2.1	NM
<b>Income (loss) before income tax</b>	<b>14.9</b>	<b>(16.5)</b>	<b>31.4</b>	<b>NM</b>
Income tax benefit	(4.5)	(3.3)	(1.2)	36.4 %
<i>Effective tax rate</i>	<i>(30.2)%</i>	<i>20.0 %</i>		
<b>Net income (loss)</b>	<b>19.4</b>	<b>(13.2)</b>	<b>32.6</b>	<b>NM</b>
Diluted income (loss) per share	\$0.20	\$(0.14)	\$0.34	NM

(1) See reconciliation to GAAP contained in Part I, Item 2. "Supplemental Non-GAAP Financial Measure."

### *Net Sales*

For the three months ended March 31, 2026, net sales increased \$26.3 million, or 8.3 percent, including \$19.1 million, or 6.0 percent from favorable foreign exchange as well as \$15.2 million of sales from EPOS. Comparable net sales decreased 2.5 percent driven by lower volume, which was down \$12.6 million, or 4.0 percent, primarily due to lower global demand for consumer and business products, partly offset by price increases.

### *Gross Profit*

For the three months ended March 31, 2026, gross profit increased \$7.2 million, or 7.2 percent, primarily due to acquisition of EPOS and savings resulting from our global cost reduction actions.

### *Selling, General and Administrative Expenses ("SG&A")*

For the three months ended March 31, 2026, SG&A increased \$6.4 million, or 6.9 percent. The increase was due to unfavorable foreign exchange, the acquisition of EPOS, and a litigation settlement, more than offsetting the positive impact of global cost reductions.

### *Operating Loss*

For the three months ended March 31, 2026, we reported an operating loss of \$10.4 million, compared to an operating loss of \$6.7 million in the prior year. The current year period was impacted by \$6.7 million of restructuring, primarily related to the integration of EPOS and \$4.0 million related to a litigation settlement, partly offset by the benefit of cost reduction actions.

### *Bargain Purchase Gain*

For the three months ended March 31, 2026, we recorded a preliminary bargain purchase gain related to our acquisition of EPOS.

For further information, see "Note 3. Acquisitions" to the consolidated financial statements contained in "Part I, Item 1. Financial Information" of this Quarterly Report on Form 10-Q.

#### *Income Tax Benefit*

For the three months ended March 31, 2026, we recorded an income tax benefit of \$4.5 million on income before taxes of \$14.9 million. For the three months ended March 31, 2025, we recorded an income tax benefit of \$3.3 million on a loss before taxes of \$16.5 million.

For further information, see "Note 11. Income Taxes" to the consolidated financial statements contained in "Part I, Item 1. Financial Information" of this Quarterly Report on Form 10-Q.

### **Segment Net Sales and Operating Income for the Three Months Ended March 31, 2026 and 2025**

#### *ACCO Brands Americas*

<i>(in millions)</i>	<b>Three Months Ended March 31,</b>		<b>Amount of Change</b>	
	<b>2026</b>	<b>2025</b>	<b>\$</b>	<b>%/pts</b>
<b>Net sales</b>	<b>\$178.5</b>	<b>\$173.9</b>	<b>\$4.6</b>	<b>2.6 %</b>
Comparable sales (Non-GAAP) <sup>(1)</sup>	\$169.9	\$173.9	\$(4.0)	(2.3)%
<b>Segment operating income<sup>(2)</sup></b>	<b>3.4</b>	<b>0.9</b>	<b>2.5</b>	<b>NM</b>
<i>Segment operating income margin</i>	1.9 %	0.5 %		1.4 pts

(1) See reconciliation to GAAP contained in Part I, Item 2. "Supplemental Non-GAAP Financial Measure."

(2) Segment operating income excludes corporate costs. See "Part I, Item 1. Note 17. Information on Operating Segments" for a reconciliation of total "Segment operating income" to "Income (loss) before income tax."

For the three months ended March 31, 2026, net sales increased \$4.6 million, or 2.6 percent, including \$5.1 million, or 2.9 percent, from favorable foreign exchange and \$3.5 million from the acquisition of EPOS. Comparable net sales decreased 2.3 percent driven by lower volume, which was down \$7.6 million, or 4.4 percent, primarily due to lower demand for consumer and business products, partly offset by growth in Latin America and in computer accessories. Price, net of customer programs increased sales by \$3.6 million, or 2.1 percent.

For the three months ended March 31, 2026, operating income increased \$2.5 million primarily driven by cost savings and the acquisition of EPOS, partly offset by higher restructuring primarily related to the integration of EPOS.

#### *ACCO Brands International*

<i>(in millions)</i>	<b>Three Months Ended March 31,</b>		<b>Amount of Change</b>	
	<b>2026</b>	<b>2025</b>	<b>\$</b>	<b>%/pts</b>
<b>Net sales</b>	<b>\$165.2</b>	<b>\$143.5</b>	<b>\$21.7</b>	<b>15.1 %</b>
Comparable sales (Non-GAAP) <sup>(1)</sup>	\$139.5	\$143.5	\$(4.0)	(2.8)%
<b>Segment operating income<sup>(2)</sup></b>	<b>2.4</b>	<b>5.1</b>	<b>(2.7)</b>	<b>(52.9)%</b>
<i>Segment operating income margin</i>	1.5 %	3.6 %		(2.1) pts

(1) See reconciliation to GAAP contained in Part I, Item 2. "Supplemental Non-GAAP Financial Measure."

(2) Segment operating income excludes corporate costs. See "Part I, Item 1. Note 17. Information on Operating Segments" for a reconciliation of total "Segment operating income" to "Income (loss) before income tax."

For the three months ended March 31, 2026, net sales increased \$21.7 million or 15.1 percent, including \$14.0 million, or 9.8 percent of favorable foreign exchange and \$11.7 million from the acquisition of EPOS. Comparable net sales decreased 2.8 percent driven by lower volume, which was down \$5.0 million, or 3.5 percent, primarily due to reduced demand for business products, partly offsetting the benefit of price increases of \$1.0 million, or 0.7 percent.

For the three months ended March 31, 2026, operating income decreased \$2.7 million primarily due to higher restructuring costs of \$4.0 million primarily related to the integration of EPOS, partly offset by favorable foreign exchange and cost savings.

### **Liquidity and Capital Resources**

Our primary liquidity needs are to support our working capital requirements, service indebtedness and fund capital expenditures, dividends, acquisitions, and stock repurchases. Our principal sources of liquidity are cash flows from operating activities, cash and cash equivalents held, and seasonal borrowings under our \$467.5 million multi-currency revolving credit facility (the "Revolving Facility"). As of March 31, 2026, there was \$205.3 million in borrowings outstanding under the Revolving Facility (\$17.8 million reported in "Current portion of long-term debt" and \$187.5 million reported in "Long-term debt, net"), and the amount available for borrowings was \$252.3 million (allowing for \$9.9 million of letters of credit outstanding on that date). We had \$118.9 million in cash on hand as of March 31, 2026, and our total available liquidity (cash and availability under our credit facilities) was \$371.2 million.

As of March 31, 2026, our Consolidated Leverage Ratio was approximately 4.14 to 1.00 versus our maximum covenant of 4.75 to 1.00. We have no debt maturities before March 2029. Debt currently outstanding under our Credit Agreement is due on October 30, 2029, with the requirement that we refinance our senior unsecured notes by September 2028.

Our priorities for cash flow use, after funding business operations, include debt reduction, dividends, funding strategic acquisitions, and share repurchases. The continued declaration and payment of dividends is at the discretion of the Board of Directors, and dividends and share repurchases are dependent upon, among other things, market conditions, the Company's financial position, results of operations, cash flow and other factors.

The \$326.0 million of debt currently outstanding under our senior secured credit facilities had a weighted average interest rate of 4.94 percent as of March 31, 2026, and the \$575.0 million outstanding principal amount of our senior unsecured notes due March 2029 have a fixed interest rate of 4.25 percent.

Because of the seasonality of our business, generally our operating cash flow is generated in the second half of the year, as the cash inflows in the first and second quarters are consumed building working capital and making our annual performance-based compensation payments when earned. Our third and fourth quarter cash flows come from completing the working capital cycle.

#### ***Amendment to Credit Agreement***

Effective July 29, 2025, we entered into an amendment to the Credit Agreement, which, among other things, increased our maximum Consolidated Leverage Ratio financial covenant to 4.50x for the third and fourth quarters of 2025, to 4.75x for the first and second quarters of 2026 and to 4.25x for the third and fourth quarters of 2026. Thereafter, the maximum Consolidated Leverage Ratio will return to 4.50x for all first and second fiscal quarters and 4.00x for all third and fourth quarters. In addition, it modified certain covenant baskets related to liens, indebtedness and restricted payments through December 31, 2026. The amendment also required that \$35.0 million in outstanding principal amount under the term loan facility be repaid on or before September 30, 2025, for which the payment was made as required. Further, the amendment restricts the aggregate amount of dividend payments or share repurchases we can make in 2026 to the greater of \$40.0 million or 1 percent of our Consolidated Total Assets.

For further information, see "Note 4. Long-term Debt and Short-term Borrowings" to the consolidated financial statements contained in "Part I, Item 1. Financial Information" of this Quarterly Report on Form 10-Q.

## Adequacy of Liquidity Sources

We believe that cash flow from operations, our current cash balance and other sources of liquidity, including borrowings available under our Revolving Facility, will be adequate to support our requirements for working capital and restructuring expenditures, and to service indebtedness for the foreseeable future.

## Restructuring Activities

The Company may implement restructuring, realignment or cost-reduction plans and activities, including those related to integrating acquired businesses.

During 2024, the Company announced a multi-year restructuring and cost savings program, with currently anticipated annualized pre-tax cost savings of approximately \$100.0 million by the end of 2026. The program incorporates initiatives to simplify and delay the Company's operating structure and reduce costs through headcount reductions, supply chain optimization, global footprint rationalization, and better leveraging the Company's sourcing capabilities. In the first quarter of the current year the Company realized approximately \$10.0 million in pre-tariff savings and approximately \$70.0 million since inception of the program.

During the first quarter of the current year, we recorded restructuring costs of \$6.7 million primarily related to the integration of EPOS.

For additional details, see "Note 10. Restructuring" to the condensed consolidated financial statements contained in "Part I, Item 1. Financial Information" of this Quarterly Report on Form 10-Q.

## Cash Flow for the Three Months Ended March 31, 2026 and 2025

During the three months ended March 31, 2026, our cash and cash equivalents increased \$54.5 million, as compared to an increase of \$60.5 million in the first three months of the prior year. The following table summarizes our cash flows for the periods presented:

<i>(in millions)</i>	Three Months Ended March 31,		Amount of Change
	2026	2025	
Net cash flow provided (used) by:			
Operating activities	\$ 3.5	\$ 5.5	\$ (2.0)
Investing activities	(3.2)	(12.3)	9.1
Net borrowings	64.2	86.6	(22.4)
Dividends paid	(6.9)	(6.8)	(0.1)
All other financing	(3.4)	(15.8)	12.4
Financing activities	53.9	64.0	(10.1)
Effect of foreign exchange rate changes on cash and cash equivalents	0.3	3.3	(3.0)
Net increase in cash and cash equivalents	\$ 54.5	\$ 60.5	\$ (6.0)

### *Cash Flow from Operating Activities*

Cash provided by operating activities during the three months ended March 31, 2026, was driven by cash inflows of \$3.5 million (excluding non-cash impacts primarily from amortization of intangibles, depreciation, stock-based compensation expense, and the preliminary bargain purchase gain related to the acquisition of EPOS from our net income). Cash was also provided by trade working capital of \$57.7 million, which includes accounts receivable, inventory, and accounts payable. Cash provided by trade working capital was fully offset by a net cash outflow of \$57.7 million from other assets and liabilities including cash payments for restructuring, taxes, interest, pensions, and incentives.

Cash provided by operating activities during the three months ended March 31, 2025, was driven by cash inflows of \$13.1 million (excluding the non-cash impacts primarily of the amortization of intangibles, depreciation, and stock-based compensation expense that are included in our net loss). Cash was also provided by trade working capital was \$72.9 million, which includes account receivable, inventory, and accounts payable. These were partially offset by a net cash outflow of \$80.5 million for all other assets and liabilities including cash payments for restructuring, taxes, interest, pensions, and incentives.

*Cash Flow from Investing Activities*

Cash used by investing activities during the three months ended March 31, 2026, was due to \$1.1 million of cash used for the acquisition of EPOS, net of cash acquired as well as capital expenditures.

Cash used by investing activities during the three months ended March 31, 2025, was primarily due to \$10.1 million of cash used for the acquisition of Buro Seating as well as capital expenditures.

*Cash Flow from Financing Activities*

Cash provided by financing activities during the three months ended March 31, 2026, was primarily due to borrowings exceeding debt repayments, partially offset by dividend payments and payments related to tax withholding for stock-based compensation.

Cash provided by financing activities during the three months ended March 31, 2025, was primarily due to borrowings exceeding debt repayments, partially offset by dividend payments and \$15.0 million in repurchases of common stock.

**Supplemental Non-GAAP Financial Measure**

To supplement our condensed consolidated financial statements presented in accordance with generally accepted accounting principles in the U.S. ("GAAP"), we provide investors with certain non-GAAP financial measures, including comparable sales. Comparable sales represent net sales excluding the impact of material acquisitions, if any, and with current-period foreign operation sales translated at prior-year currency rates. We sometimes refer to comparable sales as comparable net sales.

We use comparable sales both to explain our results to stockholders and the investment community and in the internal evaluation and management of our business. We believe comparable sales provide management and investors with a more complete understanding of our underlying operational results and trends, facilitate meaningful period-to-period comparisons and enhance an overall understanding of our past and future financial performance. Comparable sales should not be considered in isolation or as a substitute for, or superior to, GAAP net sales and should be read in connection with the Company's financial statements presented in accordance with GAAP.

The following tables provide a reconciliation of GAAP net sales as reported to non-GAAP comparable sales:

	<b>Comparable Sales - Three Months Ended March 31, 2026</b>			
	<b>GAAP Net Sales</b>	Non-GAAP		
<i>(in millions)</i>		Currency Translation	Acquisition	Comparable Sales
ACCO Brands Americas	<b>\$178.5</b>	\$5.1	\$3.5	\$169.9
ACCO Brands International	<b>165.2</b>	14.0	11.7	139.5
<b>Total</b>	<b>\$343.7</b>	\$19.1	\$15.2	\$309.4

**Amount of Change - Three Months Ended March 31, 2026 compared to the Three Months Ended March 31, 2025**  
**\$ Change - Net Sales**

<i>(in millions)</i>	GAAP Net Sales Change	Non-GAAP		
		Currency Translation	Acquisition	Comparable Sales
ACCO Brands Americas	\$4.6	\$5.1	\$3.5	\$(4.0)
ACCO Brands International	21.7	14.0	11.7	(4.0)
<b>Total</b>	<b>\$26.3</b>	<b>\$19.1</b>	<b>\$15.2</b>	<b>\$(8.0)</b>

**% Change - Net Sales**

	GAAP Net Sales Change	Non-GAAP		
		Currency Translation	Acquisition	Comparable Sales
ACCO Brands Americas	2.6%	2.9%	2.0%	(2.3)%
ACCO Brands International	15.1%	9.8%	8.1%	(2.8)%
<b>Total</b>	<b>8.3%</b>	<b>6.0%</b>	<b>4.8%</b>	<b>(2.5)%</b>

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

See "Part II, Item 7A. *Quantitative and Qualitative Disclosures about Market Risk*" of the Company's Annual Report on Form 10-K for the year ended December 31, 2025. There have been no material changes to Foreign Exchange Risk Management or Interest Rate Risk Management in the quarter ended March 31, 2026 or through the date of this report.

**ITEM 4. CONTROLS AND PROCEDURES**

**(a) Evaluation of Disclosure Controls and Procedures.**

As of the end of the period covered by this Quarterly Report on Form 10-Q, we carried out an evaluation under the supervision of the Chief Executive Officer and the Chief Financial Officer, and with the participation of our Disclosure Committee, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended). Based upon that evaluation, the Chief Executive Officer and the Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of March 31, 2026.

**(b) Changes in Internal Control over Financial Reporting.**

There were no changes in our internal control over financial reporting that occurred during the quarter ended March 31, 2026 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

**PART II — OTHER INFORMATION**

**ITEM 1. LEGAL PROCEEDINGS**

We are party to various lawsuits, regulatory proceedings, and claims incidental to our business. In addition, we may be unaware of third-party claims of intellectual property infringement relating to our technology, brands, or products, and we may face other claims related to business operations. Any litigation regarding patents or other intellectual property could be costly and time-consuming and might require us to pay monetary damages or enter into costly license agreements. We also may be subject to injunctions against development and sale of certain of our products.

It is the opinion of management that the ultimate resolution of currently outstanding matters will not have a material adverse effect on our financial condition, results of operations or cash flow. However, there is no assurance that we will ultimately be successful in our defense of any of these matters or that an adverse outcome in any matter will not affect our results of operations, financial condition or cash flow. Further, future claims, lawsuits and legal proceedings could materially and adversely affect our business, reputation, results of operations, and financial condition.

**ITEM 1A. RISK FACTORS**

There have been no material changes in our risk factors from those disclosed in "Part I, Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025.

**ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

- (a) Not applicable.
- (b) Not applicable.
- (c) Common Stock Purchases

The following table provides information about our purchases of equity securities during the quarter ended March 31, 2026:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plan or Program <sup>(1)</sup>	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program <sup>(1)</sup>
January 1, 2026 to January 31, 2026	—	\$ —	—	\$ 75,645,700
February 1, 2026 to February 28, 2026	—	—	—	75,645,700
March 1, 2026 to March 31, 2026	—	—	—	75,645,700
Total	—	\$ —	—	\$ 75,645,700

- (1) Remaining value of shares available to be repurchased out of a \$100 million share repurchase authorization announced by the Company on August 7, 2019.

The number of shares to be purchased, if any, and the timing of purchases will be based on the Company's stock price, leverage ratios, cash balances, general business and market conditions, and other factors, including alternative investment opportunities and working capital needs. The Company may repurchase its shares, from time to time, through a variety of methods, including open-market purchases, privately negotiated transactions and block trades or pursuant to repurchase plans designed to comply with Rule 10b5-1 of the Securities Exchange Act of 1934, as amended. Any stock repurchases will be subject to market conditions, SEC regulations and other considerations and may be commenced or suspended at any time or from time to time, without prior notice. Accordingly, there is no guarantee as to the number of shares, if any, that will be repurchased or the timing of such repurchases.

**ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

#### ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

#### ITEM 5. OTHER INFORMATION

During the three months ended March 31, 2026, no director or officer of the Company who is required to file reports under Section 16 of the Exchange Act informed us that he or she adopted, materially modified or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

#### ITEM 6. EXHIBITS

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
<a href="#">10.1</a>	Form of Restricted Stock Unit Award Agreement under the 2022 ACCO Brands Corporation Incentive Plan*
<a href="#">10.2</a>	Form of Performance Stock Unit Award Agreement under the 2022 ACCO Brands Corporation Incentive Plan*
31.1	<a href="#">Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a> *
31.2	<a href="#">Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a> *
32.1	<a href="#">Certification of the Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a> **
32.2	<a href="#">Certification of the Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a> **
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)
*	Filed herewith.
**	Furnished herewith.

## SIGNATURES

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 thereunto duly authorized.

### REGISTRANT:

#### ACCO BRANDS CORPORATION

By: /s/ Thomas W. Tedford

Thomas W. Tedford

President and Chief Executive Officer  
(principal executive officer)

By: /s/ Deborah A. O'Connor

Deborah A. O'Connor

Executive Vice President and Chief Financial Officer  
(principal financial officer)

By: /s/ James M. Dudek, Jr.

James M. Dudek, Jr.

Senior Vice President and Chief Accounting Officer  
(principal accounting officer)

Date: May 1, 2026

## 2026 RESTRICTED STOCK UNIT AWARD AGREEMENT

Grant Date	%%OPTION_DATE,'Month DD, YYYY'%%-%
Participant	%%FIRST_NAME_MIDDLE_NAME_LAST_NAME%%-%
Restricted Stock Units Granted	%%TOTAL_SHARES_GRANTED,'999,999,999'%%-%
Vesting Date	%%VEST_DATE_PERIOD1,'Month DD, YYYY'%%-%

This Restricted Stock Unit Award Agreement (this “**Agreement**”) is made and entered into and effective on the **Grant Date** by and between ACCO Brands Corporation, a Delaware corporation (“**ACCO Brands**”) (collectively with all Subsidiaries and Affiliates, the “**Company Group**”), and the **Participant**.

**THIS AGREEMENT IS EXCLUSIVELY ENTERED INTO BY AND BETWEEN THE PARTICIPANT AND ACCO BRANDS, NOT THE ENTITY BY WHICH THE PARTICIPANT IS EMPLOYED. AS DESCRIBED IN SECTION 8(m), THIS AGREEMENT IS EXCLUSIVELY GOVERNED BY THE LAWS OF THE STATE OF DELAWARE IN THE UNITED STATES AND NOT BY THE LAWS OF COUNTRY IN WHICH THE PARTICIPANT IS EMPLOYED. THE AWARD GRANTED HEREIN SHALL NOT FORM A PART OF THE PARTICIPANT’S REMUNERATION IN CONNECTION WITH THE PARTICIPANT’S EMPLOYMENT RELATIONSHIP WITH THE COMPANY GROUP, PURSUANT TO SECTION 8(f).**

1. Plan Governs; Capitalized Terms. This Agreement is made pursuant to the 2022 ACCO Brands Corporation Incentive Plan, as amended from time to time (the “**Plan**”), and the terms of the Plan are incorporated into this Agreement, except as otherwise specifically stated herein. Capitalized terms used in this Agreement that are not defined shall have the meanings as used or defined in the Plan. References in this Agreement to any specific Plan provision shall not be construed as limiting the applicability of any other Plan provision. To the extent any terms and conditions in this Agreement conflict with the terms and conditions of the Plan, the terms and conditions of the Plan shall control, except to the extent the Plan provides that the Agreement may vary the terms of the Plan the Plan and except to the extent permitted by applicable law. The Plan is established voluntarily by ACCO Brands; it is discretionary in nature and may be modified, amended, suspended or terminated by ACCO Brands at any time, to the extent permitted by the Plan.

2. Award of Restricted Stock Units. ACCO Brands hereby grants to the Participant on the Grant Date an Award of **Restricted Stock Units Granted** in the amount outlined in the table above. Each Restricted Stock Unit constitutes an unfunded and unsecured promise of the ACCO Brands to deliver (or cause to be delivered) to the Participant, in the discretion of ACCO Brands, either one Share or cash equal to the Fair Market Value of such Restricted Stock Unit, in whole or part, upon vesting in accordance with Section 3 and settlement in accordance with

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Section 4. ACCO Brands shall hold the Restricted Stock Units in book-entry form. The Participant shall have no direct or secured claim in any specific assets of ACCO Brands or the Shares that may become issuable to the Participant under Section 4 and shall have the status of a general unsecured creditor of ACCO Brands. THIS AWARD IS CONDITIONED ON THE PARTICIPANT SIGNING THIS AGREEMENT VIA E-SIGNATURE (AS DESCRIBED AT THE END OF THIS AGREEMENT) WITHIN 45 DAYS OF THE GRANT DATE. THIS AWARD IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THE PLAN AND THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE ADDITIONAL TERMS AND CONDITIONS IN EXHIBIT A.

3. Vesting.

(a) Generally. Except as otherwise provided in this Section 3, the Restricted Stock Units shall vest on the **Vesting Date**, provided that the Participant has been continuously employed by the Company Group from the Grant Date through the Vesting Date. For purposes of this Agreement, “employ” and “employment” shall include employment, as defined under local law, or equivalent arrangements under local law for directors or managing directors.

(b) Death; Disability. In the event that the Participant’s employment with the Company Group terminates due to the Participant’s death or Disability before the Vesting Date, to the extent any Restricted Stock Units are not then vested, all Restricted Stock Units shall immediately become fully vested on the date of such termination and any restrictions shall lapse.

(c) Retirement. In the event that the Participant’s employment with the Company Group terminates due to the Participant’s Retirement after the first anniversary of the Grant Date and before the Vesting Date, to the extent any Restricted Stock Units are not then vested, the Restricted Stock Units shall continue to vest and become vested in accordance with Section 3(a) of this Agreement (as if the termination of employment had not occurred). If the Participant dies or incurs a Disability before the Restricted Stock Units are fully vested, Section 3(b) shall apply as if the Participant had been employed on the date of death or Disability. For this purpose, whether a retired Participant has incurred a Disability will be determined by the Committee on a uniform basis employing criteria consistent with Article 2(q)(ii)(C) of the Plan.

(d) Involuntary Termination. In the event that the Participant’s employment with the Company Group terminates during the six-month period preceding the Vesting Date but after the first anniversary of the Grant Date due to an Involuntary Termination by the Participant, a number of Restricted Stock Units shall become vested (rounded up to the next whole number of Shares) equal to a fraction, the numerator of which is the number of days that the Participant was continuously employed from the Grant Date through the date of such Involuntary Termination and the denominator of which is the number of days from the Grant Date through the Vesting Date.

(e) Change in Control.

(i) Article 17 of the Plan Governs. The provisions of Article 17 of the Plan shall apply in the event of a Change in Control.

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(ii) Termination After Change in Control Period. Any termination of the Participant's employment occurring after the Change in Control Period shall be governed by the provisions of Section 3 of this Agreement (other than Section 3(e)(i), which shall not apply).

(f) Divestiture. In the event that the Participant's employment with the Company Group ceases upon the occurrence of a Divestiture after the first anniversary of the Grant Date and before the Vesting Date, a number of Restricted Stock Units shall become vested (rounded up to the next whole number of Shares) equal to a fraction, the numerator of which is the number of days that the Participant was continuously employed from the Grant Date through the date of the Divestiture and the denominator of which is the number of days from the Grant Date through the Vesting Date.

(g) Other Terminations. Except as otherwise provided under this Section 3 or under Article 11.2(b) of the Plan, in the event that the Participant's employment with the Company Group terminates for any reason prior to the Vesting Date, any unvested Restricted Stock Units shall be immediately forfeited, automatically cancelled and terminated. No claim or entitlement to compensation or damages from ACCO Brands or the Company Group shall arise from forfeiture of the Restricted Stock Units resulting from the termination of Participant's employment or other service relationship for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any.

(h) Date of Termination of Employment. Notwithstanding any provision in the Plan or this Agreement to the contrary, if the Participant is resident or employed outside of the United States, the date of the Participant's termination of employment shall be the earlier of (i) the last day of the Participant's active service with the Company Group (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any); or (ii) the last day on which the Participant is considered an employee of the Company Group, as determined in each case by the Committee. Unless otherwise expressly provided in this Agreement or determined by ACCO Brands, any right to vest in the Restricted Stock Units will terminate as of the date described in the previous sentence.

#### 4. Settlement.

(a) Payment in Shares or Cash. ACCO Brands (or its successor) in its discretion shall settle the vested Restricted Stock Units either by (i) paying to the Participant directly in cash the Fair Market Value of all or a portion the Restricted Stock Units becoming vested pursuant to Section 3, or (ii) causing its transfer agent for Shares to register Shares in book-entry form in the name of the Participant (or, in the discretion of the Committee, issue to the Participant a stock certificate) representing a number of Shares equal to all or a portion of the number of Restricted Stock Units becoming vested pursuant to Section 3, in accordance with the following terms:

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(i) General. As soon as may be practicable after the Vesting Date in the case of vesting under Sections 3(a), 3(c) or 3(d);

(ii) Death; Disability; Divestiture. Within 60 days (and during the taxable year designated by the Committee in its sole discretion) following the Participant's death, termination of employment due to Disability, or termination of employment due to a Divestiture;

(iii) Separation During the Change in Control Period. To the extent that a Replacement Award is provided to the Participant, within 60 days following the Participant's Involuntary Termination (not due to Disability) or a Resignation for Good Reason by the Participant under Article 17.1(a) of the Plan occurring during the Change in Control Period; or

(iv) Change in Control. To the extent that a Replacement Award is not provided to the Participant, on the date of the Change in Control under Article 17.1(b)(iii) of the Plan.

(v) Non-Section 409A Change in Control; Termination Not a Separation from Service. In the event that a Change in Control does not satisfy Treasury Regulation Section 1.409A-3(i)(5), or the Participant's employment termination due to an Involuntary Termination or a Divestiture is not a "Separation from Service" as defined by Section 409A, the issuance of Shares shall be postponed until the earliest to occur of (A) a Treasury Regulation Section 1.409A-3(i)(5) event, (B) the Participant's "Separation from Service" as defined by Section 409A, or (C) the date for settlement under Section 4(a)(i).

(b) Payment of Withholding Taxes. Unless otherwise determined by the Committee at any time prior to settlement, at the time that Shares are issued to the Participant, or any earlier time in which income or employment taxes may become due and payable, the Company Group may satisfy the minimum statutory federal, national, state, provincial, and local withholding tax obligation (including the FICA and Medicare tax obligation) and/or any foreign taxes required by law to be withheld (the "**Tax Related Items**") with respect to the distribution of Shares (or other taxable event) by withholding from Shares issuable to the Participant the number of Shares having an aggregate Fair Market Value equal to the amount of the required withholding. In lieu of Share withholding, the Participant may satisfy the tax obligation by tendering payment of cash to ACCO Brands of the required withholding amount. If the Participant becomes liable for Tax-Related Items in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Participant acknowledges that the Company Group may be required to deduct, withhold or account for Tax-Related Items in more than one jurisdiction. The Company Group will have discretion to determine the method of satisfying Tax-Related Items. If Participant is a non-U.S. employee, the method of payment of Tax-Related Items may be restricted by Exhibit A. Regardless of any action the Company Group takes with respect to any or all Tax-Related Items, the Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains his or her responsibility and may exceed the amount actually withheld by the Company Group. By accepting the Restricted Stock Units, the

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Participant expressly consents to the methods of withholding as provided under the Plan and this Section 4(b).

(c) Local Law Compliance. Notwithstanding anything in this Agreement or the Plan to the contrary, ACCO Brands may, in its sole discretion, settle the Restricted Stock Units in the form of a cash payment to the extent settlement in Shares is prohibited under local law, or would require ACCO Brands, and/or the Participant to secure any legal or regulatory approvals, complete any legal or regulatory filings, or undertake any additional steps. In addition, ACCO Brands may require the Participant to sell any Shares settled under the Plan at such times as may be required to comply with any local legal or regulatory requirements (in which case, this Agreement shall give ACCO Brands the authority to issue sales instructions on behalf of the Participant). The Participant may also be required to report any brokerage or bank accruals, assets, or transactions to the tax or other authorities in Participant's country. Although this Agreement is exclusively governed by the laws of the State of Delaware in accordance with Section 8(m), the Participant agrees, as a condition of the grant of the Restricted Stock Units, to repatriate all payments attributable to the Shares and/or cash acquired under the Plan (including, but not limited to, dividends, dividend equivalents and any proceeds derived from the sale of the Shares acquired pursuant to the Restricted Stock Units) in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of employment, if different). Participant also may be required to repatriate sale proceeds or other funds received as a result of participation in the Plan to Participant's country through a designated bank or broker within a certain time after receipt. In addition, the Participant agrees to take any and all actions, and consent to any and all actions taken by the Company Group, as may be required to allow the Company Group to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions that may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).

5. No Transfer or Assignment of Restricted Stock Units; Restrictions on Sale. Except as otherwise provided in this Agreement, the Restricted Stock Units and the rights and privileges conferred thereby shall not be sold, pledged or otherwise transferred (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment, levy or similar process until the Shares represented by the Restricted Stock Units are delivered to the Participant or his designated representative. The Participant shall not sell any Shares, after issuance pursuant to Section 4, at any time when applicable laws or Company Group policies prohibit a sale. This restriction shall apply as long as the Participant is an employee of the Company Group.

6. Securities Laws. No Shares shall be issued if the issuance would violate:

(a) Any applicable state securities law;

(b) Any applicable registration or other requirements under the Securities Act of 1933, as amended (the "Act"), the Exchange Act, as amended, or the listing requirements of the NYSE; or

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(c) Any applicable legal requirements of any governmental authority.

7. Privacy and Data Protection. The Participant's personal data shall be processed in accordance with the United States HR Privacy Notice available in the Privacy Center of ACCOBrands.com. The United States HR Privacy Notice also contains information on how the Participant can exercise applicable privacy and data protection rights.

8. Miscellaneous Provisions.

(a) Clawback. The Restricted Stock Units, any Shares or cash paid to the Participant, and the proceeds of the sale of any such Shares, shall be subject to any compensation deduction, cancellation, clawback or recoupment policies that are approved by the Board of Directors or by the Committee (whether approved prior to, on or after the grant of the Restricted Stock Units) as such policies may be applicable to a covered employee from time to time, or as may be required to be made pursuant to any applicable currently effective or subsequently adopted law, government regulation or stock exchange listing requirement or any policy adopted by the Company Group which provides for the deduction, cancellation, clawback or recovery. Without limiting the generality of the foregoing, the policies may require the cancellation of an award to a Participant, or may require a Participant to repay amounts previously received by him or her pursuant to an award, in the event that either the Participant breaches any post-employment restrictive covenants or obligation, or if it is determined after termination of employment that the Participant could have been terminated for Cause, and may also provide for any amounts payable under an award to be offset by any amounts previously paid to the Participant under any incentive plan that are required to be repaid pursuant to any deduction, cancellation, clawback or recoupment policies. To the maximum extent permitted by applicable law, the Participant consents to any offset, deduction, cancellation, clawback or recoupment.

(b) No Fractional Shares. Pursuant to Article 21.14 of the Plan, to the extent any fractional Share would otherwise be issuable to the Participant, the Participant shall be paid cash or a cash equivalent equal to the Fair Market Value of such fractional Share.

(c) Rights as a Stockholder. Neither the Participant nor the Participant's representative shall have any rights as a stockholder with respect to any Shares underlying the Restricted Stock Units until the date that ACCO Brands delivers such Shares to the Participant or the Participant's representative.

(d) Dividend Equivalents. As of each dividend date with respect to Shares, an unvested dividend equivalent shall be awarded to the Participant in the dollar amount equal to the amount of the dividend that would have been paid on the number of Shares equal to the number of Restricted Stock Units held by the Participant as of the close of business on the record date for such dividend. All such dividend equivalents credited to the Participant shall be denoted in cash and shall only be paid to the extent the Restricted Stock Units to which the dividend equivalents relate vest.

(e) No Retention Rights. Nothing in this Agreement shall confer upon the Participant any right to continue in the employment or service of the Company Group for any period of time or interfere with or otherwise restrict in any way the rights of the Company Group

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or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her employment or service at any time and for any reason, with or without Cause, in accordance with applicable law and, if applicable, the Participant's employment contract. Based on the foregoing, the Participant acknowledges and agrees that (i) the Plan and the benefits the Participant may derive from participation in the Plan does not establish any rights between the Participant and the Company Group; (ii) the Plan and the benefits the Participant may derive from participation in the Plan are discretionary and are not part of the employment conditions and/or benefits provided by the Company Group; and (iii) nothing in the Plan or this Agreement shall be deemed to be a modification or waiver of the terms and conditions set forth in a written employment agreement for the Participant (as applicable) that has been approved, ratified or confirmed by the Committee. The grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past. Any decisions regarding future Awards, if any, will be at the sole discretion of ACCO Brands.

(f) Restricted Stock Units Not an Item of Compensation. The Participant acknowledges and agrees that: (i) the value of the Restricted Stock Units and any underlying Shares (either on the Grant Date or at the time the Restricted Stock Units become vested and/or are settled) is an extraordinary item of compensation outside the scope of the Participant's employment contract, if any, with the Company Group and shall not be taken into account in determining any benefits under any pension, retirement, profit sharing, group insurance, service payment, bonus, long-service award, holiday pay, welfare benefits or other benefit plan of the Company Group except as otherwise specifically provided in the other plan, nor shall it be taken into account in determining pay in lieu of notice of termination of employment, redundancy, dismissal, end of service payments or any other pay on termination of employment; (ii) the grant of Restricted Stock Units is discretionary and is completely independent of any other award or grant and is made at the sole discretion of the Committee; (iii) no past grants or Awards (including, without limitation, the Restricted Stock Units awarded hereunder) give the Participant the right to be selected for a grant of any other Award in the future; and (iv) the future value of the Shares is unknown, indeterminable and cannot be predicted with certainty.

(g) Notices. Any notice required or permitted by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery, upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or upon deposit with a reputable overnight courier. Notice shall be addressed to ACCO Brands, Attention: General Counsel, at its principal executive office and to the Participant at the address the Participant most recently provided to the Company Group. To the extent provided by the Committee, notice may also be given by e-mail or other electronic means.

(h) Language. The Participant acknowledges and agrees that it is the Participant's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Restricted Stock Units, be drawn up in English. If the Participant has received this Agreement, the Plan or any other documents related to the Restricted Stock Units translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control. \_

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(i) Additional Requirements. The Participant agrees to the additional region-specific terms and conditions in Exhibit A to this Agreement. The Committee reserves the right to impose other requirements on the Restricted Stock Units, any Shares acquired pursuant to the Restricted Stock Units, and the Participant's participation in the Plan, to the extent it determines, in its sole discretion, that such additional requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Restricted Stock Units and the Plan. Such requirements may include (but are not limited to) requiring the Participant to execute and deliver any agreements or undertakings that may be necessary to accomplish the foregoing.

(j) Electronic Authentication.

(i) Electronic Delivery. By executing this Agreement, the Participant hereby consents to the electronic delivery of all documentation with respect to the Restricted Stock Units, including the Plan, this Agreement, the Plan's prospectuses, annual reports and other information required to be delivered by U.S. Securities and Exchange Commission rules. This consent may be revoked in writing by the Participant at any time upon three business days' notice to ACCO Brands, in which case all documents, including subsequent prospectuses, annual reports and other information will be delivered in hard copy to the Participant.

(ii) Electronic Signature. All references to signatures in this Agreement may be satisfied by procedures that ACCO Brands or a third party designated by ACCO Brands has established or may establish for an electronic signature system, and the Participant's electronic signature shall be the same as, and shall have the same force and effect as, his or her written signature. By electronically accepting this Agreement, the Participant agrees to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

(iii) Intent to be Bound by Electronic Authentication Protocol in Effect. In particular, at the time of execution of this Agreement, ACCO Brands has established an electronic delivery and signature protocol (the "**Electronic Authentication Protocol**") for grant acceptance that includes the following relevant steps: (i) the Participant receives an authentication code from ACCO Brands; (ii) the Participant creates an account with the ACCO Brands' third party provider service, including providing requested personal data; (iii) the Participant receives electronic delivery of relevant documents in connection with the grant, including without limitation this Agreement; and (iv) the Participant reviews each separate document and checks the box "I agree" after each to indicate that the Participant has reviewed and intends to be bound by that document. The Participant may retrieve copies of relevant documents, including without limitation this Agreement by selecting "Holdings" and expanding the view of the relevant Award grant. The Participant acknowledges, understands, and agrees that the Electronic Authentication Protocol in effect at the time of this Agreement, or any system that may subsequently replace it, is equivalent to the Participant's written signature and shall have the same force and effect. By electronically accepting this Agreement, the Participant agrees to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

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(k) Foreign Exchange Rates. The Company Group will not be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. Dollar that may affect the value of the Restricted Stock Units or any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement.

(l) Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. This Agreement supersedes any other agreements, representations or understandings (whether oral or written and whether express or implied) which relate to the subject matter hereof. No alteration or modification of this Agreement shall be valid except by a subsequent written instrument executed by the parties hereto; provided that for ACCO Brands, the written instrument must be signed by a Senior Vice President or above of ACCO Brands. No provision of this Agreement may be waived except by a writing executed and delivered by the party sought to be charged. Any such written waiver shall be effective only with respect to the event or circumstance described therein and not with respect to any other event or circumstance, unless such waiver expressly provides to the contrary.

(m) Choice of Law; Venue; Jury Trial Waiver. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of Delaware, as applied to contracts entered into and performed in Delaware, without giving effect to any choice of law provisions, unless otherwise prohibited by law. ACCO Brands and the Participant stipulate and consent to personal jurisdiction and proper venue in the state or federal courts of Cook County, Illinois and waive each party's right to objection to an Illinois court's jurisdiction and venue, unless otherwise prohibited by law. The Participant and ACCO Brands hereby waive their right to jury trial on any legal dispute arising from or relating to this Agreement, and consent to the submission of all issues of fact and law arising from this Agreement to the judge of a court of competent jurisdiction as otherwise provided for above, unless otherwise prohibited by law.

(n) Successors.

(i) Limitation on Assignment. This Agreement is personal to the Participant and, except as otherwise provided in Section 5 above, shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution, without the written consent of ACCO Brands executed by a Senior Vice President or above of ACCO Brands. This Agreement shall inure to the benefit of and be enforceable by the Participant's legal representatives.

(ii) ACCO Brands and Successors. This Agreement shall inure to the benefit of and be binding upon the ACCO Brands and its successors.

(o) Severability. If any provision of this Agreement for any reason shall be found by any court of competent jurisdiction to be invalid, illegal or unenforceable, in whole or in part, such declaration shall not affect the validity, legality or enforceability of any remaining provision or portion thereof, which remaining provision or portion thereof shall remain in full

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force and effect as if this Agreement had been adopted with the invalid, illegal or unenforceable provision or portion thereof eliminated.

(p) Section 409A. To the extent the Participant is subject to US Internal Revenue Code Section 409A, anything in this Agreement to the contrary notwithstanding:

(i) General. This Agreement shall be interpreted so as to comply with or satisfy an exemption from Section 409A. The Committee may in good faith make the minimum modifications to this Agreement as it may deem appropriate to comply with Section 409A while to the maximum extent reasonably possible maintaining the original intent and economic benefit to the Participant and ACCO Brands of the applicable provision. Each payment of compensation under this Agreement shall be treated as a separate payment for purposes of applying Section 409A.

(ii) Specified Employees. To the extent required by Section 409A(a)(2)(B)(i), settlement of Restricted Stock Units to the Participant who is a “specified employee” that is due upon the Participant’s “separation from service” as defined by Section 409A shall be delayed and paid in a lump sum within seven days (and ACCO Brands shall have sole discretion to determine the taxable year in which it is paid) after the earlier of the date that is six months after the date of such “separation from service” as defined by Section 409A or the date of the Participant’s death after the “separation from service” as defined by Section 409A. For those purposes, whether the Participant is a “specified employee” shall be determined in accordance with the default provisions of Treasury Regulation Section 1.409A-1(i), with the “identification date” to be December 31 and the “effective date” to be the April 1 following the identification date (as those terms are used under the regulation).

(q) Headings; Interpretation. The headings, captions and arrangements utilized in this Agreement shall not be construed to limit or modify the terms or meaning of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter.

(r) No Advice Regarding Grant. The Company Group is not providing any tax, legal or financial advice, nor is the Company Group making any recommendations regarding the Participant’s participation in the Plan. **The Participant is encouraged to consult with the Participant’s own personal tax, legal and financial advisors regarding Participant’s participation in the Plan and the potential tax implications.**

**By opening this Agreement and clicking the “Accept” button on the “Grant Acceptance: View/Accept Grant” screen (the Participant’s e-signature, the legal equivalent of his/her handwritten/wet signature), the Participant:**

- (1) **Acknowledges that he or she is the authorized recipient of this Agreement and that he or she has properly accessed the Morgan Stanley at Work online system by use of the username and password created by the Participant;**
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- (2) **Acknowledges that he or she has read and understands this Agreement in its entirety, including Exhibit A, and has also read and understands the Plan, which he or she understands will control in the event of any discrepancy between this Agreement and the Plan;**
- (3) **Accepts and agrees to the terms and conditions of this Agreement in its entirety, including Exhibit A, and the Plan;**
- (4) **Acknowledges this Agreement is exclusively entered into by and between the Participant and ACCO Brands, not the entity by which Participant is employed, and as such, shall be governed exclusively by the laws of the State of Delaware in the United States, pursuant to Section 8(m); and**
- (5) **Acknowledges that the Award granted herein shall not form a part of the Participant's remuneration in connection with the Participant's employment or relationship with the Company Group, pursuant to Section 8(f).**

[Signature page follows]

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**ACCO BRANDS CORPORATION**

**PARTICIPANT**



Name: Thomas Tedford  
Title: Chief Executive Officer

%%FIRST\_NAME\_MIDDLE\_NAME\_LAST\_NAME%-%

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**EXHIBIT A – REGION-SPECIFIC TERMS AND CONDITIONS**

**BELGIUM**

**BRAZIL**

**CANADA**

**GERMANY**

**HONG KONG**

**ITALY**

**MEXICO**

**SINGAPORE**

**UNITED KINGDOM**

**UNITED STATES**

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## BELGIUM

### Acknowledgement and Acceptance of Award within 45 Days.

This provision replaces the last sentence of Section 2 of this Agreement:

This Award is subject to acceptance within 45 days of the Grant Date, by electronic acceptance through the website of Morgan Stanley at Work, ACCO Brands' stock administrator. In addition to accepting the Restricted Stock Units electronically through the website of Morgan Stanley at Work, the Participant must sign and return the attached form regarding the acceptance of the Restricted Stock Units within 45 days of the Grant Date. **Failure to accept the Restricted Stock Units and sign and return the attached form within 45 days of the Grant Date will result in cancellation of the Restricted Stock Units. If the Participant takes no action with respect to the Restricted Stock Units with 45 days of the Grant Date, the Participant will be deemed to have rejected the Restricted Stock Units.**

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**BRAZIL**

By accepting the Award, Participant agrees that (i) he or she is making an investment decision, (ii) Participant will be entitled to receive Shares pursuant to Restricted Stock Units only if the vesting conditions are met and any necessary services are rendered by Participant between the Grant Date and the applicable vesting date, and (iii) the value of the underlying Shares is not fixed and may increase or decrease without compensation to Participant.

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## CANADA

### Date of Termination of Employment.

The following provision replaces Section 3(h) of this Agreement:

For purposes of the Restricted Stock Units and except required by applicable legislation, the Participant's employer-employee or service relationship will be considered terminated as of the date that is the earlier of: (i) the date of termination of employment, (ii) the date the Participant receives notice of termination from his or her employer, or (iii) the date the Participant is no longer actively providing services (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any). The Participant will not earn, or be entitled to earn, any pro-rated vesting for that portion of time before the date on which the Participant's right to vest terminates, nor will the Participant be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant's right to vest in the Restricted Stock Units, if any, will terminate effective as of the last day of the Participant's minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the Participant's statutory notice period, nor will the Participant be entitled to any compensation for lost vesting. The Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing services for the purpose of the Participant's Restricted Stock Units (including whether Participant may still be considered to be providing services while on a leave of absence).

Payment in Shares or Cash. The following provision replaces Section 4(a) of this Agreement:

ACCO Brands (or its successor) in its discretion shall settle the vested Restricted Stock Units by causing its transfer agent for Shares to register Shares in book-entry form in the name of the Participant (or, in the discretion of the Committee, issue to the Participant a stock certificate) representing a number of Shares equal to all or a portion of the number of Restricted Stock Units becoming vested pursuant to Section 3; provided, that, notwithstanding Section 3.2(b) of the Plan, ACCO Brands shall not settle (and hereby irrevocably waives its right to settle) the Restricted Stock Units by a payment of cash without the Participant's express written consent.

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## GERMANY

### Labor and Employment Law Acknowledgment.

In accepting the Award, the Participant expressly recognizes that ACCO Brands Corporation, with registered offices at Four Corporate Drive, Lake Zurich, Illinois 60047, USA, is solely responsible for the administration of the Plan and that the Participant's participation in the Plan does not constitute an employment relationship between the Participant and ACCO Brands. The Participant is participating in the Plan on a wholly commercial basis and the Participant's sole employer is the German Subsidiary or Affiliate of ACCO Brands ("ACCO Germany"). Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that the Participant may derive from his or her participation in the Plan do not establish any rights between the Participant and ACCO Germany, and do not form part of the employment conditions and/or benefits provided by ACCO Germany, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment with ACCO Germany.

### Date of Termination of Employment.

The following provision supplements and, to the extent inconsistent, replaces Section 3(h) of this Agreement:

For purposes of the Award, the Participant's employment relationship will be considered terminated as of the date that the employment relationship legally ends under German law ("Beendigungsdatum"). Notwithstanding any provision in this Agreement to the contrary, if the Participant files a claim for unfair dismissal (Kündigungsschutzklage) pursuant to the German Protection Against Dismissal Act (Kündigungsschutzgesetz) and the termination is subsequently found to be invalid by a German labor court, or if the Participant and the Company Group enter into a settlement agreement (Abwicklungsvertrag or Vergleich) that provides for an extended termination date, the Date of Termination of Employment shall be deemed to be the date on which the employment relationship legally ends under such court decision or settlement agreement. The Participant's unvested Awards shall remain outstanding during the pendency of any such legal proceedings, subject to the original vesting schedule. If the termination is ultimately upheld, the Award shall be treated in accordance with Section 3 of this Agreement as of the original notice date. If the termination is found to be invalid and the employment relationship continues, the Award shall continue to vest in accordance with its original terms.

### Termination during Protected Leave.

Notwithstanding any provision in this Agreement to the contrary, if the Participant's employment terminates during a period of statutory protected leave under German law, including but not limited to parental leave (Elternzeit), maternity protection (Mutterschutz), or care leave (Pflegezeit), the Participant shall continue to be treated as an employee of the Company Group for purposes of vesting of the Award during such protected leave period, and any termination that becomes effective at the end of such protected leave period shall be treated as an Involuntary Termination for purposes of this Germany Exhibit, unless the termination is for Cause.

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### Tax Withholding.

The following provisions supplement Section 4(b) of this Agreement:

The Participant acknowledges that income from the Award, including any amounts received upon vesting or settlement, will be treated as taxable employment income (Einkünfte aus nichtselbständiger Arbeit) under German tax law and will be subject to German wage tax (Lohnsteuer), solidarity surcharge (Solidaritätszuschlag), and, if applicable, church tax (Kirchensteuer). The Participant further acknowledges that social security contributions (Sozialversicherungsbeiträge) may be payable to the extent the Participant's income is below the applicable contribution ceilings (Beitragsbemessungsgrenzen).

ACCO Germany, as the Participant's employer, is obligated under German law to withhold and remit such taxes and social security contributions at the time of the taxable event, which generally occurs upon settlement of the Award. The Participant authorizes ACCO Germany to withhold the applicable Tax-Related Items from any amounts payable to the Participant under this Agreement or from any other compensation payable to the Participant by ACCO Germany. If ACCO Brands settles the Award directly to the Participant, ACCO Brands shall coordinate with ACCO Germany to ensure proper withholding and reporting of Tax-Related Items in accordance with German law.

The Participant is solely responsible for any additional tax obligations that may arise in connection with the Award and is encouraged to consult with his or her personal tax advisor regarding the tax implications of participation in the Plan.

### Clawback Limitations.

The following provision supplements Section 7(a) (or Section 8(a), as applicable) of this Agreement:

To the extent that German law limits the enforceability of clawback or recoupment provisions, including but not limited to limitations under German unfair contract terms law (AGB-Recht) or the principle of proportionality (Verhältnismäßigkeitsgrundsatz), the clawback provisions in this Agreement shall be applied only to the maximum extent permitted by German law.

### Consent to Receive Information in English / Einverständnis zum Erhalt von Informationen in englischer Sprache.

In accepting the Award, the Participant confirms having read and understood the documents relating to the Award (the Plan and this Agreement), which were provided in English. The Participant accepts the terms of these documents accordingly.

Mit der Annahme des Awards bestätigt der Teilnehmer, dass er die Dokumente im Zusammenhang mit dem Award (den Plan und diese Vereinbarung), die in englischer Sprache zur Verfügung gestellt wurden, gelesen und verstanden hat. Der Teilnehmer akzeptiert die Bedingungen dieser Dokumente entsprechend.

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## **HONG KONG**

### **Securities Law Information.**

Neither the Restricted Stock Units nor any underlying Shares constitute a public offering of securities under Hong Kong law and are available only to employees of the Company Group and its Affiliates. The Plan, the Agreement, and any other incidental communication materials provided to Participant have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable companies and securities legislation in Hong Kong and have not been registered with or authorized by any regulatory authority, including the Securities and Future Commission, in Hong Kong. This Agreement and the incidental communication materials are intended only for the personal use of each Participant and not for distribution to any other persons.

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**ITALY**

**Plan Document Acknowledgement.**

By accepting the Award, the Participant acknowledges that the Participant has received a copy of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

The Participant acknowledges that the Participant has read and specifically and expressly approves the following sections of the Agreement and this Addendum, including Sections: (4)(b) Local Law Compliance; (4)(c) Payment of Withholding Taxes; (6) Securities Laws; (7) Privacy and Data Protection; (8)(h) Language; (8)(i) Additional Requirements; (9)(l) Entire Agreement; Waiver; (9)(m) Choice of Law/Venue; and (8)(o) Severability.

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## MEXICO

### Labor Law Policy and Acknowledgment.

In accepting the Restricted Stock Units, the Participant expressly recognizes that ACCO Brands Corporation, with registered offices at Four Corporate Drive, Lake Zurich, Illinois 60047, USA, is solely responsible for the administration of the Plan and that the Participant's participation in the Plan and acquisition of Shares do not constitute an employment relationship between the Participant and ACCO Brands, since the Participant is participating in the Plan on a wholly commercial basis and the Participant's sole employer is a Mexican Subsidiary or Affiliate of ACCO Brands ("ACCO Mexico"). Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that the Participant may derive from his or her participation in the Plan do not establish any rights between the Participant and ACCO Mexico, and do not form part of the employment conditions and/or benefits provided by ACCO Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment.

The Participant further understands that his or her participation in the Plan is a result of a unilateral and discretionary decision of ACCO Brands; therefore, ACCO Brands reserves the absolute right to amend and/or discontinue the Participant's participation at any time without any liability to the Participant.

Finally, the Participant hereby declares that he or she does not reserve any action or right to bring any claim against the Company Group for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Participant therefore grants a full and broad release to the Company Group, its Affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.

***Política de la Ley Laboral y Reconocimiento.*** *Aceptando este Premio (Restricted Stock Units), el Participante reconoce expresamente que ACCO Brands Corporation, con oficinas registradas ubicadas en Four Corporate Drive, Lake Zurich, Illinois 60047 USA, es el único responsable de la administración del Plan y que participación del Participante en el mismo y la adquisición de Acciones no constituye de ninguna manera una relación laboral entre el Participante y ACCO Brands, debido a que la participación de esa persona en el Plan deriva únicamente de una relación comercial y el único Patrón del Participante es una Subsidiaria o Afiliada Mexicana de ACCO Brands ("ACCO México"). Derivado de lo anterior, el Participante reconoce expresamente que el Plan y los beneficios que pudieran derivar para el Participante por su participación en el mismo, no establecen ningún derecho entre el Participante e ACCO México, y no forman parte de las condiciones laborales y/o prestaciones otorgadas por ACCO México, y cualquier modificación al Plan o la terminación del mismo de ninguna manera podrá ser interpretada como una modificación o desmejora de los términos y condiciones de trabajo del Participante.*

*Asimismo, el Participante reconoce que su participación en el Plan es resultado de la decisión unilateral y discrecional de ACCO Brands, por lo tanto, ACCO Brands se reserva el derecho absoluto para modificar y/o discontinuar la participación del Participante en cualquier momento, sin ninguna responsabilidad hacia el Participante.*

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*Finalmente el Participante manifiesta que no se reserva ninguna acción o derecho que ejercitar en contra de la Compañía, por cualquier compensación o daños o perjuicios en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia exime amplia y completamente a la Compañía, sus Afiliadas, sucursales, oficinas de representación, sus accionistas, administradores, agentes y representantes legales con respecto a cualquier reclamo que pudiera surgir*

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## **SINGAPORE**

### **Securities Law Information.**

The grant of the Restricted Stock Units is being made pursuant to the “Qualifying Person” exemption” under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Participant should note that the Award is subject to section 257 of the SFA and Participant should not make any subsequent sale of the Shares in Singapore or any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer in is made (i) six months or more after the Grant Date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA. The Shares are currently traded on the New York Stock Exchange, which is located outside of Singapore, under the ticker symbol “ACCO” and Shares acquired under the Plan may be sold through this exchange.

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## UNITED KINGDOM

### Tax Withholding.

The following provisions supplement Section 4(c) of the Agreement:

The Participant agrees that, if the Participant does not pay or their employer or the Company Group does not withhold from the Participant the full amount of income tax that the Participant owes at vesting of the Restricted Stock Units (including any dividend equivalents), or the release or assignment of the Restricted Stock Units (including any dividend equivalents) for consideration, or the receipt of any other benefit in connection with the Restricted Stock Units (the “**Taxable Event**”) within 90 days of the U.K. tax year within which the Taxable Event occurs, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “**Due Date**”), then the amount that should have been withheld shall constitute a loan owed by the Participant to their employer, effective as of the Due Date. The Participant agrees that the loan will bear interest at the Her Majesty’s Revenue and Customs’ (“**HMRC**”) official rate and will be immediately due and repayable by the Participant, and the Company Group and/or their employer may recover it at any time thereafter by any of the means set forth in Section 4(c) of this Agreement.

Notwithstanding the foregoing, if the Participant is an executive officer or director within the meaning of Section 13(k) of the Exchange Act, as amended from time to time, the Participant understands that he or she may not be able to indemnify the Company Group or the Participant’s employer for the amount of income tax not collected from or paid by the Participant, as it may be considered a loan. In the event that the Participant is an executive officer or director and income tax is not collected from the Participant within ninety (90) days after the end of the tax year in which the Taxable Event occurs, the amount of any uncollected income tax may constitute an additional benefit to the Participant on which additional income tax and national insurance contributions (“**NICs**”) may be payable. The Participant acknowledges that he or she is responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Participant’s employer for the value of any NICs due on this additional benefit, which the Company Group or the Participant’s employer may recover from the Participant by any of the means set forth in Section 4(c) of this Agreement to the extent permitted by applicable law.

If the maximum applicable withholding rate is used, any over-withheld amount may be credited to the Participant by the Company Group or the Participant’s employer (with no entitlement to the Company Group common stock equivalent) or if not so credited, the Participant may seek a refund from the local tax authorities.

Joint Election. As a condition of the Restricted Stock Unit granted hereunder, the Participant agrees to accept any liability for secondary Class 1 National Insurance Contributions (the “Employer NICs”), which may be payable by the Company Group or by the Participant’s employer with respect to the issuance of Shares subject to the Restricted Stock Units or the receipt of any other benefit in connection with the Restricted Stock Units.

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Without limitation to the foregoing, the Participant agrees to make an election (the “**Election**”), in the form specified and/or approved for such election by HMRC, that the liability for the Participant’s Employer NICs payments on any such gains shall be transferred to the Participant to the fullest extent permitted by law. The Participant further agrees to execute such other elections as may be required between the Participant and any successor to the Company Group and/or the Participant’s employer. The Participant authorizes the Company Group and his or her employer to withhold such Employer NICs by any of the means set forth in Section 4(c) of this Agreement.

Failure by the Participant to enter into an Election, withdrawal of approval of the Election by HMRC or a joint revocation of the Election by the Participant and the Company Group or the Participant’s employer, as applicable, shall be grounds for the forfeiture and cancellation of the Participant’s unvested Restricted Stock Units, without any liability to the Company Group or the Participant’s employer.

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## UNITED STATES

### Participant Covenants

1. Defined Terms. As used in this Exhibit A:

(a) **“Affiliate”** means the Company Group’s successors in interest, affiliates (as defined in Rule 12b-2 under Section 12 of the Securities and Exchange Act), subsidiaries, parents, purchasers, and assignees (collectively **“Affiliates”**).

(b) **“Competing Activities”** are any activities or services undertaken on behalf of a Competitor (defined below) that are the same or similar in function or purpose to those the Participant performed for the Company Group in the two-year period preceding the end of Participant’s employment with the Company Group, or that are otherwise likely to result in the use or disclosure of Confidential Information. Competing Activities are understood to exclude: (i) activities on behalf of an independently operated subsidiary, division, or unit of a diversified corporation or similar business that has common ownership with a Competitor so long as the independently operated business unit does not involve a Conflicting Product or Service and (ii) a passive and non-controlling ownership interest in a Competitor through ownership of less than 2% of the stock in a publicly traded company.

(c) **“Competitor”** is any person or entity engaged in the business of providing a Conflicting Product or Service or preparing to engage in the business of providing a Conflicting Product or Service.

(d) **“Confidential Information”** includes but is not limited to any technical or business information, know-how or trade secrets, in any form, including but not limited to data; diagrams; business, sourcing, marketing or sales plans; notes; drawings; models; prototypes; specifications; manuals; memoranda; reports; customer or vendor information; pricing or cost information; computer programs; and other non-public information of value to Company Group that the Participant learned in connection with the Participant’s employment with the Company Group.

(e) **“Conflicting Product or Service”** is a product or service that is the same or similar in function or purpose to a Company Group product or service, such that it would replace or compete with: (i) a product or service the Company Group provides to its customers; or (ii) a product or service that is under development or planning by the Company Group but not yet provided to customers and regarding which the Participant was provided Confidential Information in the course of the Participant’s employment. Conflicting Products or Services do not include a product or service of the Company Group if the Company Group is no longer in the business of providing such product or service to its customers at the relevant time of enforcement.

(f) **“Covered Customer”** is a Company Group customer (natural person or entity) with which the Participant had business-related contact or dealings, or about which the Participant received Confidential Information, in the two-year period preceding the end of the Participant’s employment with the Company Group. References to the end of the Participant’s

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employment in this Exhibit A refer to the end of employment, whether by resignation or termination, and without regard for the reason the employment ended.

2. Consideration.

(a) In exchange for the Participant's promises and obligations in this Agreement, including without limitation Section 3 of this Exhibit A, ACCO Brands is granting the Participant the Award. The Participant understands and agrees that the promises and obligations have material value and benefit to the Company Group, above and beyond the Participant's continued employment with the Company Group, and that Participant would not be entitled to such consideration unless Participant agrees to be bound by this Exhibit A.

(b) The Company Group agrees to provide the Participant the consideration described in this Agreement only in exchange for the Participant's compliance with all the terms of this Exhibit A.

3. Participant Acknowledgments and Obligations.

(a) Position of Trust and Confidence. The Participant acknowledges that the Company Group is placing the Participant in a special position of trust and confidence. As a result of this Agreement and the Participant's position with the Company Group, the Participant will receive Confidential Information. The Participant agrees to use their position and the Confidential Information received in their position to further the business of the Company Group and not to knowingly cause harm to the business of the Company Group.

(b) Exclusivity. The Participant agrees to dedicate the Participant's full working time and efforts to the business of the Company Group and shall not undertake, prepare to undertake, or attempt to undertake any conflicting business activities while employed with the Company Group. These duties supplement and do not replace or diminish the common law duties the Participant would ordinarily have to the Participant's employer.

(c) Confidentiality.

(i) Non-Use and Non-Disclosure. Except as provided in this Exhibit A, as required in the course of the Participant's employment with the Company Group, or as authorized in writing by the Company Group, the Participant agrees to keep secret and confidential and neither use nor disclose, by any means, either during or after termination of the Participant's employment for any reason: (i) any Confidential Information and (ii) any confidential information or trade secrets of others that the Participant receives during the course of the Participant's employment with the Company Group for so long as and to the same extent as the Company Group is obligated to protect such information or trade secrets.

(ii) Return of Confidential Information and Company Group Property. The Participant shall deliver to the Company Group promptly upon the end of the Participant's employment, or upon request by the Company Group, all records or materials which constitute or contain Confidential Information, or which are the property of the Company Group, including any copies thereof. The Participant shall not remove,

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erase, destroy, or impede the Company Group's access to Confidential Information or the Company Group's property.

(iii) Exclusions. The obligations under this Section 3(c) shall not apply to Confidential Information to the extent that it: (i) is or subsequently becomes publicly known through lawful means; (ii) was known to the Participant prior to disclosure to the Participant by or on behalf of the Company Group; or (iii) is received by the Participant in good faith from a third party (not an Affiliate) that has no obligation of confidentiality to the Company Group. The Company Group's exchange of Confidential Information with a third party for business purposes shall not remove it from protection under this Exhibit A.

(iv) Compelled Disclosure. If disclosure of Confidential Information is compelled by law, the Participant shall give the Company Group as much written notice as possible under the circumstances, shall refrain from using or disclosing for as long as the law allows, and shall cooperate with the Company Group to protect the Confidential Information, including taking every reasonable step necessary to protect against unnecessary disclosure.

(d) Previously Obtained Confidential Information. The Participant agrees not to disclose to the Company Group nor utilize in the Participant's work for the Company Group any confidential information or trade secrets of others obtained by the Participant prior to the Participant's employment by the Company Group (including from prior employers).

(e) Use and Preservation of Company Group Records and Resources. During and until termination of the Participant's employment, the Participant shall preserve records on the Company Group customers, prospects, vendors, suppliers, and other business relationships in accordance with the Company Group's record retention policies. Further, the Participant shall not knowingly use these records to harm the Company Group's business interests.

(f) Use of the Company Group's Systems. The Company Group only authorizes the Participant to access and use the Company Group's computers, email, or related computer systems to pursue matters that are consistent with the Company Group's business interests. Access or use of such systems to pursue personal business interests apart from the Company Group, to compete or to prepare to compete, or to otherwise knowingly undermine the Company Group's interests is strictly prohibited and outside the scope of Participant's authorized use of the Company Group's systems. By way of example, this includes erasing Company Group records or programs or forwarding Confidential Information to personal email addresses.

(g) Non-Interference. The Participant agrees that the following covenants are (i) ancillary to the other enforceable agreements contained in this Exhibit A, (ii) in exchange for receiving and using Confidential Information and (iii) reasonable and necessary to protect the Company Group's legitimate business interests in, among other things, protecting its Confidential Information, customer relationships and/or employee relationships.

(i) Non-Interference with Employee Relationships. The Participant agrees that for a period of one year following the end of the Participant's employment

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with the Company Group for any reason, the Participant shall not interfere with the Company Group's business relationship with any Company Group employee with whom the Participant had material contact with or learned Confidential Information about in the two years preceding the end of Participant's employment with the Company Group. Interference shall include, but not be limited to, soliciting or communicating with an employee to induce or encourage the employee to leave the Company Group's employ (regardless of who initiates the communication), by helping another person or entity evaluate a Company Group employee as an employment candidate, or by otherwise helping any person or entity hire an employee away from the Company Group.

(ii) Non-Interference with Customer Relationships. The Participant agrees that for a period of one year following the end of the Participant's employment with the Company Group for any reason, the Participant shall not interfere with the Company Group's business relationships with a Covered Customer by: (i) participating in, supervising, or managing (as an employee, consultant, contractor, officer, owner, director, or otherwise) any Competing Activities for, on behalf of, or with respect to a Covered Customer; or (ii) soliciting or communicating (regardless of who initiates the communication) with a Covered Customer to induce or encourage the Covered Customer to: (a) stop or reduce doing business with the Company Group, or (b) to buy a Conflicting Product or Service.

#### 4. Survival of Restrictions.

(a) The post-employment obligations in this Exhibit A shall survive the termination of the Participant's employment with the Company Group for any reason. If the Participant violates one of the post-employment restrictions in this Exhibit A on which there is a specific time limitation, the time period for that restriction shall be extended by one day for each day Participant violates it, up to a maximum extension equal to the length of time prescribed for the restriction, so as to give the Company Group the full benefit of the bargained-for length of the restriction.

(b) It is the intention of the Company Group and the Participant that, if any court construes any provision or clause of this Exhibit A, or any portion thereof, to be illegal, void or unenforceable, because of the duration of such provision, the scope or the subject matter covered thereby, such court shall reduce the duration, scope, or subject matter of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

(c) If the Participant becomes employed with an Affiliate without entering into a new non-disclosure, non-solicitation, or non-competition agreement that is substantially the same as this Exhibit A, the Affiliate shall be regarded as the Company Group for all purposes under this Exhibit A and shall be entitled to the same protections and enforcement rights as the Company Group.

5. Review Period. The Participant acknowledges that the Participant was provided at least 14 days' notice of the non-interference covenants prior to the Participant's execution of this Exhibit A and that the Participant has been directed by the Company Group to consult with any attorney regarding Participant's obligations pursuant to the non-interference covenants.

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6. Modification for Residents of California Only. To the extent the Participant is a resident of the state of California and subject to its laws, Section 3(g) shall not apply, and the jury trial waiver in this Agreement shall not apply; provided, however, the Participant hereby acknowledges and agrees not to use or disclose employer's trade secrets to solicit the Company Group's employees, customers, or vendors.

7. Modification for Residents of Minnesota, North Dakota, Oklahoma Only. To the extent the Participant is a resident of Minnesota, North Dakota, Oklahoma, and subject to the laws of one or more of those states, Section 3(g)(ii)(i) shall not apply; provided, however, the Participant hereby acknowledges and agrees Sections 3(g)(i) and 3(g)(ii)(ii) remain in effect in their entirety, and that Participant shall not to use or disclose employer's trade secrets to solicit the Company Group's employees, customers, or vendors.

8. Notices.

(a) If the restrictions in Section 3(g) have not expired, before accepting new employment, the Participant shall notify every future employer of the restrictions in this Exhibit A, including without limitation, Section 3(g). The Participant agrees that the Company Group may advise a future employer or prospective employer of the Participant of this Exhibit A, including without limitation, Section 3(g).

(b) While employed by the Company Group, and for one year thereafter, the Participant shall: (a) give the Company Group written notice at least 30 days prior to beginning work for a Competitor; (b) provide the Company Group with sufficient information about the Participant's new position to enable the Company Group to determine if the Participant's services in the new position would likely lead to a violation of this Exhibit A; and (c) within 30 days of any request made by the Company Group to do so, participate in a mediation or in-person conference to discuss and/or resolve any issues raised by the Participant's new position. The mediation or in-person conference will not prevent or delay any remedy available to the Company Group under Section 9 of this Exhibit A. Participant shall be responsible for all consequential damages caused by failure to give the Company Group notice as provided in this Section 8.

9. Remedies. If the Participant breaches or threatens to breach this Exhibit A, the Company Group may recover: (a) an order of specific performance or declaratory relief; (b) injunctive relief by temporary restraining order, temporary or preliminary injunction, and/or permanent injunction; (c) damages; (d) attorney's fees and costs incurred in obtaining relief; and (e) any other legal or equitable relief or remedy allowed by law. \$1,000.00 is the agreed amount for the bond to be posted if an injunction is sought by the Company Group to enforce the restrictions in this Exhibit A on the Participant.

10. Return of Consideration. The Participant specifically recognizes and agrees that the covenants in this Exhibit A are material and important terms of this Agreement, and Participant further agrees that should all or any part or application of this Exhibit A be held or found invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between the Participant and the Company Group (despite, and after application of, any applicable rights to reformation that could add or renew enforceability), the Company Group

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shall be entitled to receive from the Participant the cash equivalent of the Fair Market Value of the Award paid to the Participant pursuant to the terms of this Agreement, which Fair Market Value shall be determined as of the date of payment to the Participant pursuant to the terms and conditions of this Agreement. The return of consideration provided for in this Section 10 is in addition to the remedies for breach provided for in Section 9.

11. Reporting Violations of Law. Nothing in this Agreement or this Exhibit A shall prevent the Participant from disclosing information to or cooperating with any national, federal, state, provincial, or local governmental authority or self-regulatory authority for purposes of reporting or investigating a suspected violation of the law. Further, nothing in this Agreement or this Exhibit A shall prevent the Participant from disclosing Confidential Information in a complaint (made under seal) where such disclosure is made in the context of whistleblowing.

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## 2026 – 2028 PERFORMANCE STOCK UNIT AWARD AGREEMENT

Grant Date	%%OPTION_DATE,'Month DD, YYYY'%-%
Participant	%%FIRST_NAME_MIDDLE_NAME_LAST_NAME%-%
Performance Stock Units Granted	%%TOTAL_SHARES_GRANTED,'999,999,999'%-%

This Performance Stock Unit Award Agreement (this “**Agreement**”) is made and entered into and effective on the **Grant Date** by and between ACCO Brands Corporation, a Delaware corporation (“**ACCO Brands**”)(collectively with all Subsidiaries and Affiliates, the “**Company Group**”) and the **Participant**.

**THIS AGREEMENT IS EXCLUSIVELY ENTERED INTO BY AND BETWEEN THE PARTICIPANT AND ACCO BRANDS, NOT THE ENTITY BY WHICH THE PARTICIPANT IS EMPLOYED. AS DESCRIBED IN SECTION 8(m) HEREIN, THIS AGREEMENT IS EXCLUSIVELY GOVERNED BY THE LAWS OF THE STATE OF DELAWARE IN THE UNITED STATES AND NOT BY THE LAWS OF COUNTRY IN WHICH THE PARTICIPANT IS EMPLOYED. THE AWARD GRANTED HEREIN SHALL NOT FORM A PART OF THE PARTICIPANT’S REMUNERATION IN CONNECTION WITH THE PARTICIPANT’S EMPLOYMENT RELATIONSHIP WITH THE COMPANY GROUP, PURSUANT TO SECTION 8(f) HEREIN.**

1. Plan Governs; Capitalized Terms. This Agreement is made pursuant to the 2022 ACCO Brands Corporation Incentive Plan, as amended from time to time (the “**Plan**”), and the terms of the Plan are incorporated into this Agreement, except as otherwise specifically stated herein. Capitalized terms used in this Agreement that are not defined shall have the meanings as used or defined in the Plan. References in this Agreement to any specific Plan provision shall not be construed as limiting the applicability of any other Plan provision. To the extent any terms and conditions herein conflict with the terms and conditions of the Plan, the terms and conditions of the Plan shall control except to the extent the Plan provides that the Agreement may vary the terms of the Plan and except to the extent permitted by applicable law. The Plan is established voluntarily by ACCO Brands, it is discretionary in nature, and may be modified, amended, suspended or terminated by ACCO Brands at any time, to the extent permitted by the Plan.

2. Award of Performance Stock Units. ACCO Brands hereby grants to the Participant on the Grant Date an Award of **Performance Stock Units** at Target in the amount outlined in the table above, or such lesser or greater number of Performance Stock Units, as may be earned upon the attainment of applicable performance objectives set forth in Schedule I attached hereto. Each Performance Stock Unit constitutes an unfunded and unsecured promise of ACCO Brands to deliver (or cause to be delivered) to the Participant, in the discretion of ACCO Brands and subject to the terms and conditions of this Agreement, either one Share or cash equal to the Fair Market Value of such Performance Stock Unit, in whole or part, upon becoming earned and vested in accordance with Section 3 and settlement in accordance with Section 4. ACCO Brands shall hold the Performance Stock Units in book-entry form. The Participant shall

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have no direct or secured claim in any specific assets of ACCO Brands or the Shares that may become issuable to the Participant under Section 4, and shall have the status of a general unsecured creditor of ACCO Brands. THIS AWARD IS CONDITIONED ON THE PARTICIPANT SIGNING THIS AGREEMENT VIA E-SIGNATURE (AS DESCRIBED AT THE END OF THIS AGREEMENT) WITHIN 45 DAYS OF THE GRANT DATE. THIS AWARD IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THE PLAN AND THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE ADDITIONAL TERMS AND CONDITIONS IN EXHIBIT A.

3. Vesting.

(a) Generally. The period during which the Performance Stock Units awarded hereunder may become earned and vested shall commence on January 1, 2026 and end on December 31, 2028 (the “**Performance Period**”). Except as otherwise provided in this Section 3, the Performance Stock Units shall be wholly or partially earned and vested and become nonforfeitable for the Performance Period to the extent of the attainment of the performance objectives for the Performance Period set forth in Schedule I, provided that Participant has been continuously employed by the Company Group from the Grant Date through the last day of the Performance Period, and the Participant shall forfeit any Performance Stock Units not becoming so earned and vested. For purposes of this Agreement, “employ” and “employment” shall include employment, as defined under local law or equivalent arrangements under local law for directors or managing directors.

(b) Death; Disability. In the event that the Participant’s employment with the Company Group terminates due to the Participant’s death or Disability before the last day of the Performance Period, the Participant shall receive a payout of the Performance Stock Units equal to the product of (i) a fraction, the numerator of which is the number of days that the Participant was continuously employed from the first day of the Performance Period through the date of such termination of employment and the denominator of which is the number of days in the Performance Period multiplied by (ii) the number of Performance Stock Units that could have become earned and vested based on the deemed attainment of performance set forth in Schedule I at Target for the Performance Period, and the Participant shall forfeit any Performance Stock Units not becoming so earned and vested.

(c) Retirement.

(i) In the event that the Participant’s employment with the Company Group terminates due to the Participant’s Retirement after the first anniversary of the Grant Date, the Participant shall receive a prorated payout of the Performance Stock Units, which shall be valued and paid in accordance with paragraph (c)(ii) below. The prorated payout shall be equal to the product of (i) a fraction, the numerator of which is the number of days that the Participant was continuously employed from the first day of the Performance Period through the date of such termination of employment due to Retirement and the denominator of which is the number of days in the Performance Period multiplied by (ii) the total number of Performance Stock Units, as applicable, to which the Participant would be entitled as determined under paragraph (c)(ii) below.

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(ii) The number of Performance Stock Units to which the Participant is entitled, prior to application of the proration formula described in paragraph (c)(i) above, shall be determined after the close of the Performance Period in accordance with the actual attainment of the performance objectives set forth in Schedule I had the Participant remained continuously employed to the last day of the Performance Period, and the Participant shall forfeit any Performance Stock Units not becoming so earned and vested.

(iii) If the Participant dies or incurs a Disability before the Performance Stock Units are deemed earned and vested, Section 3(b) shall apply as if the Participant had been employed on the date of death or Disability. For this purpose, whether a retired Participant has incurred a Disability will be determined by the Committee on a uniform basis employing criteria consistent with Article 2(q)(ii)(C) of the Plan.

(d) Involuntary Termination. In the event that the Participant's employment with the Company Group terminates during the six-month period preceding the last day of the Performance Period but after the first anniversary of the Grant Date due to an Involuntary Termination, the Participant shall receive a payout of the Performance Stock Units equal to the product of (i) a fraction, the numerator of which is the number of days that the Participant was continuously employed from the first day of the Performance Period through the date of such termination of employment and the denominator of which is the number of days in the Performance Period multiplied by (ii) the number of Performance Stock Units that could have been earned and vested during the Performance Period in accordance with the actual attainment of the performance objectives set forth in Schedule I had the Participant remained continuously employed to the last day of the Performance Period, and the Participant shall forfeit any Performance Stock Units not becoming so earned and vested.

(e) Change in Control.

(i) Article 17 of the Plan Governs. The provisions of Article 17 of the Plan shall apply in the event of a Change in Control.

(ii) Termination After Change in Control Period. Any termination of the Participant's employment occurring after the Change in Control Period shall be governed by the provisions of Section 3 of this Agreement (other than Section 3(e)(i), which shall not apply).

(f) Divestiture. In the event that the Participant's employment with the Company Group ceases upon the occurrence of a Divestiture after the first anniversary of the Grant Date and before the last day of the Performance Period, a number of Performance Stock Units shall become earned and vested (rounded up to the next whole number of Shares) equal to the product of (i) a fraction, the numerator of which is the number of days the Participant was continuously employed from the first day of the Performance Period through the date of the Divestiture and the denominator of which is the number of days from first day of the Performance Period through the last day of the Performance Period multiplied by (ii) the number of Performance Stock Units that could have become earned and vested based on the deemed attainment of performance set forth in Schedule I at Target for the Performance Period, and the Participant shall forfeit any Performance Stock Units not becoming so earned and vested.

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(g) Cancellation. Except as otherwise provided under this Section 3 or under Article 11.2(b) of the Plan, any Performance Stock Units that are forfeited shall be automatically cancelled and shall terminate. No claim or entitlement to compensation or damages from ACCO Brands or the Company Group shall arise from forfeiture of the Performance Stock Units resulting from the termination of Participant's employment or other service relationship for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any.

(h) Date of Termination of Employment. Notwithstanding any provision in the Plan or this Agreement to the contrary, if the Participant is resident or employed outside of the United States, the date of the Participant's termination of employment shall be the earlier of (i) the last day of the Participant's active service with the Company Group (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any); or (ii) the last day on which the Participant is considered an employee of the Company Group, as determined in each case by the Committee. Unless otherwise expressly provided in this Agreement or determined by ACCO Brands, any right to vest in the Performance Stock Units will terminate as of the date described in the previous sentence.

#### 4. Settlement.

(a) Payment in Shares or Cash. Payment of earned Performance Stock Units shall be as determined by the Committee, in its sole discretion. Subject to the terms of the Plan, the Committee, in its sole discretion, may pay vested and earned Performance Stock Units in the form of cash or in fully paid Shares (or in a combination thereof) equal to the Fair Market Value of the vested and earned Performance Stock Units at the end of the Performance Period, or as soon as practicable after the end of the Performance Period. ACCO Brands (or its successor) shall settle the vested and earned Performance Stock Units either by (i) paying to the Participant directly in cash the value of all or a portion of the Performance Stock Units becoming earned and vested pursuant to Section 3, or (ii) causing its transfer agent for Shares to register Shares in book-entry form in the name of the Participant (or, in the discretion of the Committee, issue to the Participant a stock certificate) representing a number of Shares equal to all or a portion of the number of Performance Stock Units becoming earned and vested pursuant to Section 3, in accordance with the following terms:

(i) General. As soon as may be practicable after the last day of the Performance Period in any case otherwise not covered under this Section 4(a);

(ii) Death; Disability; Divestiture. Within 60 days (and during the taxable year designated by the Committee in its sole discretion, as may apply) following the Participant's death, termination of employment due to Disability, or termination of employment due to a Divestiture;

(iii) Separation During the Change in Control Period. To the extent that a Replacement Award is provided to the Participant, within 60 days following the

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Participant's Involuntary Termination (not due to Disability) or a Resignation for Good Reason by the Participant as either may apply under Article 17.1(a) of the Plan occurring during the Change in Control Period; or

(iv) Change in Control. To the extent that a Replacement Award is not provided to the Participant, on the date of the Change in Control under Article 17.1(b)(iv) of the Plan.

(v) Non-Section 409A Change in Control; Termination Not a Separation from Service. In the event that a Change in Control does not satisfy Treasury Regulation Section 1.409A-3(i)(5), or the Participant's employment termination due to an Involuntary Termination or a Divestiture is not a "Separation from Service" as defined by Section 409A, the issuance of Shares shall be postponed until the earliest to occur of (A) a Treasury Regulation Section 1.409A-3(i)(5) event, (B) the Participant's "Separation from Service" as defined by Section 409A, or (C) the date for settlement under Section 4(a)(i).

(b) Payment of Withholding Taxes. Unless otherwise determined by the Committee at any time prior to settlement, at the time that Shares are issued to the Participant, or any earlier time in which income or employment taxes may become due and payable, the Company Group may satisfy the minimum statutory federal, national, state, provincial, and local withholding tax obligation (including the FICA and Medicare tax obligation) and/or any foreign taxes required by law to be withheld (the "**Tax Related Items**") with respect to the distribution of Shares (or other taxable event) by withholding from Shares issuable to the Participant the number of Shares having an aggregate Fair Market Value equal to the amount of the required withholding. In lieu of Share withholding, the Participant may satisfy the tax obligation by tendering payment of cash to ACCO Brands of the required withholding amount. If the Participant becomes liable for Tax-Related Items in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Participant acknowledges that the Company Group may be required to deduct, withhold or account for Tax-Related Items in more than one jurisdiction. The Company Group will have discretion to determine the method of satisfying Tax-Related Items. If Participant is a non-U.S. employee, the method of payment of Tax-Related Items may be restricted by Exhibit A. Regardless of any action the Company Group takes with respect to any or all Tax-Related Items, the Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains his or her responsibility and may exceed the amount actually withheld by the Company Group. By accepting the Performance Stock Units, the Participant expressly consents to the methods of withholding as provided under the Plan and this Section 4(b).

(c) Local Law Compliance. Notwithstanding anything in this Agreement or the Plan to the contrary, ACCO Brands may, in its sole discretion, settle the Performance Stock Units in the form of a cash payment to the extent settlement in Shares is prohibited under local law, or would require ACCO Brands, and/or the Participant to secure any legal or regulatory approvals, complete any legal or regulatory filings, or undertake any additional steps. In addition, ACCO Brands may require the Participant to sell any Shares settled under the Plan at such times as may be required to comply with any local legal or regulatory requirements (in which case, this Agreement shall give ACCO Brands the authority to issue sales instructions on

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behalf of the Participant). The Participant may also be required to report any brokerage or bank accruals, assets, or transactions to the tax or other authorities in Participant's country. Although this Agreement is exclusively governed by the laws of the State of Delaware in accordance with Section 8(m), the Participant agrees, as a condition of the grant of the Performance Stock Units, to repatriate all payments attributable to the Shares and/or cash acquired under the Plan (including, but not limited to, dividends, dividend equivalents and any proceeds derived from the sale of the Shares acquired pursuant to the Performance Stock Units) in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of employment, if different). Participant also may be required to repatriate sale proceeds or other funds received as a result of participation in the Plan to Participant's country through a designated bank or broker within a certain time after receipt. In addition, the Participant agrees to take any and all actions, and consent to any and all actions taken by the Company Group, as may be required to allow the Company Group to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions that may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).

5. No Transfer or Assignment of Performance Stock Units; Restrictions on Sale. Except as otherwise provided in this Agreement, the Performance Stock Units and the rights and privileges conferred thereby shall not be sold, pledged or otherwise transferred (whether by operation of law or otherwise) and shall not be subject to sale under execution, attachment, levy or similar process until the Shares represented by the Performance Stock Units are delivered to the Participant or his designated representative. The Participant shall not sell any Shares, after issuance pursuant to Section 4, at any time when applicable laws or Company Group policies prohibit a sale. This restriction shall apply as long as the Participant is an employee of the Company Group.

6. Securities Laws. No Shares shall be issued if the issuance would violate:

- (a) Any applicable state securities law;
- (b) Any applicable registration or other requirements under the Securities Act of 1933, as amended (the "**Act**"), the Exchange Act, as amended, or the listing requirements of the NYSE; or
- (c) Any applicable legal requirements of any governmental authority.

7. Privacy and Data Protection. The Participant's personal data shall be processed in accordance with the United States HR Privacy Notice available in the Privacy Center of ACCOBrands.com. The United States HR Privacy Notice also contains information on how the Participant can exercise applicable privacy and data protection rights.

8. Miscellaneous Provisions.

(a) Clawback. The Performance Stock Units, any Shares or cash paid to the Participant, and the proceeds of the sale of any such Shares, shall be subject to any compensation deduction, cancellation, clawback or recoupment policies that are approved by the Board of

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Directors or by the Committee (whether approved prior to, on or after the grant of the Performance Stock Units) as such policies may be applicable to a covered employee from time to time, or as may be required to be made pursuant to any applicable currently effective or subsequently adopted law, government regulation or stock exchange listing requirement or any policy adopted by the Company Group which provides for the deduction, cancellation, clawback or recovery. Without limiting the generality of the foregoing, the policies may require the cancellation of an award to a Participant, or may require a Participant to repay amounts previously received by him or her pursuant to an award, in the event that either the Participant breaches any post-employment restrictive covenants or obligation, or if it is determined after termination of employment that the Participant could have been terminated for Cause, and may also provide for any amounts payable under an award to be offset by any amounts previously paid to the Participant under any incentive plan that are required to be repaid pursuant to any deduction, cancellation, clawback or recoupment policies. To the maximum extent permitted by applicable law, the Participant consents to any offset, deduction, cancellation, clawback or recoupment.

(b) No Fractional Shares. Pursuant to Article 21.14 of the Plan, to the extent any fractional Share would otherwise be issuable to the Participant, the Participant shall be paid cash or a cash equivalent equal to the Fair Market Value of such fractional Share.

(c) Rights as a Stockholder. Neither the Participant nor the Participant's representative shall have any rights as a stockholder with respect to any Shares underlying the Performance Stock Units until the date that ACCO Brands delivers such Shares to the Participant or the Participant's representative.

(d) Dividend Equivalents. As of each dividend date with respect to Shares, an unvested dividend equivalent shall be awarded to the Participant in the dollar amount equal to the amount of the dividend that would have been paid on the number of Shares equal to the number of Performance Stock Units held by the Participant as of the close of business on the record date for such dividend. All such dividend equivalents credited to the Participant shall be denoted in cash and shall only be paid to the extent the Performance Stock Units to which the dividend equivalents relate vest and the performance goals are achieved.

(e) No Retention Rights. Nothing in this Agreement shall confer upon the Participant any right to continue in the employment or service of the Company Group for any period of time or interfere with or otherwise restrict in any way the rights of the Company Group or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her employment or service at any time and for any reason, with or without Cause, in accordance with applicable law and, if applicable, the Participant's employment contract. Based on the foregoing, the Participant acknowledges and agrees that (i) the Plan and the benefits the Participant may derive from participation in the Plan does not establish any rights between the Participant and the Company Group; (ii) the Plan and the benefits the Participant may derive from participation in the Plan are discretionary and are not part of the employment conditions and/or benefits provided by the Company Group; and (iii) nothing in the Plan or this Agreement shall be deemed to be a modification or waiver of the terms and conditions set forth in a written employment agreement for the Participant (as applicable) that has been approved, ratified or confirmed by the Committee. The grant of the Performance Stock Units is exceptional, voluntary and occasional

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and does not create any contractual or other right to receive future Performance Stock Units, or benefits in lieu of Performance Stock Units, even if Performance Stock Units have been granted in the past. Any decisions regarding future Awards, if any, will be at the sole discretion of ACCO Brands.

(f) Performance Stock Units Not an Item of Compensation. The Participant acknowledges and agrees that: (i) the value of the Performance Stock Units and any underlying Shares (either on the Grant Date or at the time the Performance Stock Units become vested and/or are settled) is an extraordinary item of compensation outside the scope of the Participant's employment contract, if any, with the Company Group and shall not be taken into account in determining any benefits under any pension, retirement, profit sharing, group insurance, service payment, bonus, long-service award, holiday pay, welfare benefits or other benefit plan of the Company Group except as otherwise specifically provided in the other plan, nor shall it be taken into account in determining pay in lieu of notice of termination of employment, redundancy, dismissal, end of service payments or any other pay on termination of employment; (ii) the grant of Performance Stock Units is discretionary and is completely independent of any other award or grant and is made at the sole discretion of the Committee; (iii) no past grants or Awards (including, without limitation, the Performance Stock Units awarded hereunder) give the Participant the right to be selected for a grant of any other Award in the future; and (iv) the future value of the Shares is unknown, indeterminable and cannot be predicted with certainty.

(g) Notices. Any notice required or permitted by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery, upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid or upon deposit with a reputable overnight courier. Notice shall be addressed to ACCO Brands, Attention: General Counsel, at its principal executive office and to the Participant at the address the Participant most recently provided to the Company Group. To the extent provided by the Committee, notice may also be given by e-mail or other electronic means.

(h) Language. The Participant acknowledges and agrees that it is the Participant's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Performance Stock Units, be drawn up in English. If the Participant has received this Agreement, the Plan or any other documents related to the Performance Stock Units translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

(i) Additional Requirements. The Participant agrees to the additional region-specific terms and conditions in Exhibit A to this Agreement. The Committee reserves the right to impose other requirements on the Performance Stock Units, any Shares acquired pursuant to the Performance Stock Units, and the Participant's participation in the Plan, to the extent it determines, in its sole discretion, that such additional requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Performance Stock Units and the Plan. Such requirements may include (but are not limited to) requiring the Participant to execute and deliver any agreements or undertakings that may be necessary to accomplish the foregoing.

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(j) Electronic Authentication.

(i) Electronic Delivery. By executing this Agreement, the Participant hereby consents to the electronic delivery of all documentation with respect to the Performance Stock Units, including the Plan, this Agreement, the Plan's prospectuses, annual reports and other information required to be delivered by U.S. Securities and Exchange Commission rules. This consent may be revoked in writing by the Participant at any time upon three business days' notice to ACCO Brands, in which case all documents, including subsequent prospectuses, annual reports and other information will be delivered in hard copy to the Participant.

(ii) Electronic Signature. All references to signatures in this Agreement may be satisfied by procedures that ACCO Brands or a third party designated by ACCO Brands has established or may establish for an electronic signature system, and the Participant's electronic signature shall be the same as, and shall have the same force and effect as, his or her written signature. By electronically accepting this Agreement, the Participant agrees to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

(iii) Intent to be Bound by Electronic Authentication Protocol in Effect. In particular, at the time of execution of this Agreement, ACCO Brands has established an electronic delivery and signature protocol (the "**Electronic Authentication Protocol**") for grant acceptance that includes the following relevant steps: (i) the Participant receives an authentication code from ACCO Brands; (ii) the Participant creates an account with the ACCO Brands' third party provider service, including providing requested personal data; (iii) the Participant receives electronic delivery of relevant documents in connection with the grant, including without limitation this Agreement; and (iv) the Participant reviews each separate document and checks the box "I agree" after each to indicate that the Participant has reviewed and intends to be bound by that document. The Participant may retrieve copies of relevant documents, including without limitation this Agreement by selecting "Holdings" and expanding the view of the relevant Award grant. The Participant acknowledges, understands, and agrees that the Electronic Authentication Protocol in effect at the time of this Agreement, or any system that may subsequently replace it, is equivalent to the Participant's written signature and shall have the same force and effect. By electronically accepting this Agreement, the Participant agrees to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

(k) Foreign Exchange Rates. The Company Group will not be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. Dollar that may affect the value of the Performance Stock Units or any amounts due to Participant pursuant to the settlement of the Performance Stock Units or the subsequent sale of any Shares acquired upon settlement.

(l) Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. This Agreement supersedes any other agreements, representations or understandings (whether oral or

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written and whether express or implied) which relate to the subject matter hereof. No alteration or modification of this Agreement shall be valid except by a subsequent written instrument executed by the parties hereto; provided that for ACCO Brands, the written instrument must be signed by a Senior Vice President or above of ACCO Brands. No provision of this Agreement may be waived except by a writing executed and delivered by the party sought to be charged. Any such written waiver shall be effective only with respect to the event or circumstance described therein and not with respect to any other event or circumstance, unless such waiver expressly provides to the contrary.

(m) Choice of Law; Venue; Jury Trial Waiver. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of Delaware, as applied to contracts entered into and performed in Delaware, without giving effect to any choice of law provisions, unless otherwise prohibited by law. ACCO Brands and the Participant stipulate and consent to personal jurisdiction and proper venue in the state or federal courts of Cook County, Illinois and waive each party's right to objection to an Illinois court's jurisdiction and venue, unless otherwise prohibited by law. The Participant and ACCO Brands hereby waive their right to jury trial on any legal dispute arising from or relating to this Agreement, and consent to the submission of all issues of fact and law arising from this Agreement to the judge of a court of competent jurisdiction as otherwise provided for above, unless otherwise prohibited by law.

(n) Successors.

(i) Limitation on Assignment. This Agreement is personal to the Participant and, except as otherwise provided in Section 5 above, shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution, without the written consent of ACCO Brands executed by a Senior Vice President or above of ACCO Brands. This Agreement shall inure to the benefit of and be enforceable by the Participant's legal representatives.

(ii) ACCO Brands and Successors. This Agreement shall inure to the benefit of and be binding upon ACCO Brands and its successors.

(o) Severability. If any provision of this Agreement for any reason shall be found by any court of competent jurisdiction to be invalid, illegal or unenforceable, in whole or in part, such declaration shall not affect the validity, legality or enforceability of any remaining provision or portion thereof, which remaining provision or portion thereof shall remain in full force and effect as if this Agreement had been adopted with the invalid, illegal or unenforceable provision or portion thereof eliminated.

(p) Section 409A. To the extent the Participant is subject to U.S. Internal Revenue Code Section 409A, anything in this Agreement to the contrary notwithstanding:

(i) General. This Agreement shall be interpreted so as to comply with or satisfy an exemption from Section 409A. The Committee may in good faith make the minimum modifications to this Agreement as it may deem appropriate to comply with Section 409A while to the maximum extent reasonably possible maintaining the original

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intent and economic benefit to the Participant and ACCO Brands of the applicable provision. Each payment of compensation under this Agreement shall be treated as a separate payment for purposes of applying Section 409A.

(ii) Specified Employees. To the extent required by Section 409A(a)(2)(B)(i), settlement of Performance Stock Units to the Participant who is a “specified employee” that is due upon the Participant’s “separation from service” as defined by Section 409A shall be delayed and paid in a lump sum within seven days (and ACCO Brands shall have sole discretion to determine the taxable year in which it is paid) after the earlier of the date that is six (6) months after the date of such “separation from service” as defined by Section 409A or the date of the Participant’s death after such “separation from service” as defined by Section 409A. For such purposes, whether the Participant is a “specified employee” shall be determined in accordance with the default provisions of Treasury Regulation Section 1.409A-1(i), with the “identification date” to be December 31 and the “effective date” to be the April 1 following the identification date (as such terms are used under such regulation).

(q) Headings; Interpretation. The headings, captions and arrangements utilized in this Agreement shall not be construed to limit or modify the terms or meaning of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter.

(r) No Advice Regarding Grant. The Company Group is not providing any tax, legal or financial advice, nor is the Company Group making any recommendations regarding the Participant’s participation in the Plan. **The Participant is encouraged to consult with the Participant’s own personal tax, legal and financial advisors regarding Participant’s participation in the Plan and the potential tax implications.**

**By opening this Agreement and clicking the “Accept” button on the “Grant Acceptance: View/Accept Grant” screen (the Participant’s e-signature, the legal equivalent of his/her handwritten/wet signature), the Participant:**

- (1) **Acknowledges that he or she is the authorized recipient of this Agreement and that he or she has properly accessed the Morgan Stanley at Work online system by use of the username and password created by the Participant;**
  - (2) **Acknowledges that he or she has read and understands this Agreement in its entirety, including Exhibit A, and has also read and understands the Plan, which he or she understands will control in the event of any discrepancy between this Agreement and the Plan;**
  - (3) **Accepts and agrees to the terms and conditions of this Agreement in its entirety, including Exhibit A, and the Plan;**
  - (4) **Acknowledges this Agreement is exclusively entered into by and between the Participant and ACCO Brands, not the entity by which Participant is**
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employed, and as such, shall be governed exclusively by the laws of the State of Delaware in the United States, pursuant to Section 8(m) herein; and

- (5) Acknowledges that the Award granted herein shall not form a part of the Participant's remuneration in connection with the Participant's employment or relationship with the Company Group, pursuant to Section 8(f) herein.

[Signature page follows]

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**ACCO BRANDS CORPORATION**

**PARTICIPANT**



Name: Thomas Tedford  
Title: Chief Executive Officer

%%FIRST\_NAME\_MIDDLE\_NAME\_LAST\_NAME%%-%

**EXHIBIT A – REGION-SPECIFIC TERMS AND CONDITIONS**

**BELGIUM**

**BRAZIL**

**CANADA**

**GERMANY**

**HONG KONG**

**ITALY**

**MEXICO**

**SINGAPORE**

**UNITED KINGDOM**

**UNITED STATES**

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## **BELGIUM**

### Acknowledgement and Acceptance of Award within 45 Days.

This provision replaces the last sentence of Section 2 of this Agreement:

This Award is subject to acceptance within 45 days of the Grant Date, by electronic acceptance through the website of Morgan Stanley at Work, ACCO Brands' stock administrator. In addition to accepting the Performance Stock Units electronically through the website of Morgan Stanley at Work, the Participant must sign and return the attached form regarding the acceptance of the Performance Stock Units within 45 days of the Grant Date. **Failure to accept the Performance Stock Units and sign and return the attached form within 45 days of the Grant Date will result in cancellation of the Performance Stock Units. If the Participant takes no action with respect to the Performance Stock Units with 45 days of the Grant Date, the Participant will be deemed to have rejected the Performance Stock Units.**

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**BRAZIL**

By accepting the Award, Participant agrees that (i) he or she is making an investment decision, (ii) Participant will be entitled to receive Shares pursuant to Performance Stock Units only if the vesting conditions are met and any necessary services are rendered by Participant between the Grant Date and the applicable vesting date, and (iii) the value of the underlying Shares is not fixed and may increase or decrease without compensation to Participant.

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## CANADA

### Date of Termination of Employment.

The following provision replaces Section 3(h) of this Agreement:

For purposes of the Performance Stock Units and except required by applicable legislation, the Participant's employer-employee or service relationship will be considered terminated as of the date that is the earlier of: (i) the date of termination of employment, (ii) the date the Participant receives notice of termination from his or her employer, or (iii) the date the Participant is no longer actively providing services (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any). The Participant will not earn, or be entitled to earn, any pro-rated vesting for that portion of time before the date on which the Participant's right to vest terminates, nor will the Participant be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant's right to vest in the Performance Stock Units, if any, will terminate effective as of the last day of the Participant's minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the Participant's statutory notice period, nor will the Participant be entitled to any compensation for lost vesting. The Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing services for the purpose of the Participant's Performance Stock Units (including whether Participant may still be considered to be providing services while on a leave of absence).

### Payment in Shares or Cash.

The following provision replaces Section 4(a) of this Agreement:

Payment of earned Performance Stock Units shall be as determined by the Committee, in its sole discretion. Subject to the terms of the Plan, the Committee shall pay vested and earned Performance Stock Units in fully paid Shares equal to the Fair Market Value of the vested and earned Performance Stock Units at the end of the Performance Period, or as soon as practicable after the end of the Performance Period. ACCO Brands (or its successor) in its discretion shall settle the vested Performance Stock Units by causing its transfer agent for Shares to register Shares in book-entry form in the name of the Participant (or, in the discretion of the Committee, issue to the Participant a stock certificate) representing a number of Shares equal to all or a portion of the number of Performance Stock Units becoming vested pursuant to Section 3; provided, that, notwithstanding Section 3.2(b) of the Plan, ACCO Brands shall not settle (and hereby irrevocably waives its right to settle) the Performance Stock Units by a payment of cash without the Participant's express written consent.

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## GERMANY

### Labor and Employment Law Acknowledgment.

In accepting the Award, the Participant expressly recognizes that ACCO Brands Corporation, with registered offices at Four Corporate Drive, Lake Zurich, Illinois 60047, USA, is solely responsible for the administration of the Plan and that the Participant's participation in the Plan does not constitute an employment relationship between the Participant and ACCO Brands. The Participant is participating in the Plan on a wholly commercial basis and the Participant's sole employer is the German Subsidiary or Affiliate of ACCO Brands ("ACCO Germany"). Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that the Participant may derive from his or her participation in the Plan do not establish any rights between the Participant and ACCO Germany, and do not form part of the employment conditions and/or benefits provided by ACCO Germany, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment with ACCO Germany.

### Date of Termination of Employment.

The following provision supplements and, to the extent inconsistent, replaces Section 3(h) of this Agreement:

For purposes of the Award, the Participant's employment relationship will be considered terminated as of the date that the employment relationship legally ends under German law ("Beendigungsdatum"). Notwithstanding any provision in this Agreement to the contrary, if the Participant files a claim for unfair dismissal (Kündigungsschutzklage) pursuant to the German Protection Against Dismissal Act (Kündigungsschutzgesetz) and the termination is subsequently found to be invalid by a German labor court, or if the Participant and the Company Group enter into a settlement agreement (Abwicklungsvertrag or Vergleich) that provides for an extended termination date, the Date of Termination of Employment shall be deemed to be the date on which the employment relationship legally ends under such court decision or settlement agreement. The Participant's unvested Awards shall remain outstanding during the pendency of any such legal proceedings, subject to the original vesting schedule. If the termination is ultimately upheld, the Award shall be treated in accordance with Section 3 of this Agreement as of the original notice date. If the termination is found to be invalid and the employment relationship continues, the Award shall continue to vest in accordance with its original terms.

### Termination during Protected Leave.

Notwithstanding any provision in this Agreement to the contrary, if the Participant's employment terminates during a period of statutory protected leave under German law, including but not limited to parental leave (Elternzeit), maternity protection (Mutterschutz), or care leave (Pflegezeit), the Participant shall continue to be treated as an employee of the Company Group for purposes of vesting of the Award during such protected leave period, and any termination that becomes effective at the end of such protected leave period shall be treated as an Involuntary Termination for purposes of this Germany Exhibit, unless the termination is for Cause.

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### Tax Withholding.

The following provisions supplement Section 4(b) of this Agreement:

The Participant acknowledges that income from the Award, including any amounts received upon vesting or settlement, will be treated as taxable employment income (Einkünfte aus nichtselbständiger Arbeit) under German tax law and will be subject to German wage tax (Lohnsteuer), solidarity surcharge (Solidaritätszuschlag), and, if applicable, church tax (Kirchensteuer). The Participant further acknowledges that social security contributions (Sozialversicherungsbeiträge) may be payable to the extent the Participant's income is below the applicable contribution ceilings (Beitragsbemessungsgrenzen).

ACCO Germany, as the Participant's employer, is obligated under German law to withhold and remit such taxes and social security contributions at the time of the taxable event, which generally occurs upon settlement of the Award. The Participant authorizes ACCO Germany to withhold the applicable Tax-Related Items from any amounts payable to the Participant under this Agreement or from any other compensation payable to the Participant by ACCO Germany. If ACCO Brands settles the Award directly to the Participant, ACCO Brands shall coordinate with ACCO Germany to ensure proper withholding and reporting of Tax-Related Items in accordance with German law.

The Participant is solely responsible for any additional tax obligations that may arise in connection with the Award and is encouraged to consult with his or her personal tax advisor regarding the tax implications of participation in the Plan.

### Clawback Limitations.

The following provision supplements Section 7(a) (or Section 8(a), as applicable) of this Agreement:

To the extent that German law limits the enforceability of clawback or recoupment provisions, including but not limited to limitations under German unfair contract terms law (AGB-Recht) or the principle of proportionality (Verhältnismäßigkeitsgrundsatz), the clawback provisions in this Agreement shall be applied only to the maximum extent permitted by German law.

### Consent to Receive Information in English / Einverständnis zum Erhalt von Informationen in englischer Sprache.

In accepting the Award, the Participant confirms having read and understood the documents relating to the Award (the Plan and this Agreement), which were provided in English. The Participant accepts the terms of these documents accordingly.

Mit der Annahme des Awards bestätigt der Teilnehmer, dass er die Dokumente im Zusammenhang mit dem Award (den Plan und diese Vereinbarung), die in englischer Sprache zur Verfügung gestellt wurden, gelesen und verstanden hat. Der Teilnehmer akzeptiert die Bedingungen dieser Dokumente entsprechend.

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## **HONG KONG**

### **Securities Law Information.**

Neither the Performance Stock Units nor any underlying Shares constitute a public offering of securities under Hong Kong law and are available only to employees of the Company Group and its Affiliates. The Plan, the Agreement, and any other incidental communication materials provided to Participant have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable companies and securities legislation in Hong Kong and have not been registered with or authorized by any regulatory authority, including the Securities and Future Commission, in Hong Kong. This Agreement and the incidental communication materials are intended only for the personal use of each Participant and not for distribution to any other persons.

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**ITALY**

**Plan Document Acknowledgement.**

By accepting the Award, the Participant acknowledges that the Participant has received a copy of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

The Participant acknowledges that the Participant has read and specifically and expressly approves the following sections of the Agreement and this Addendum, including Sections: (4)(b) Local Law Compliance; (4)(c) Payment of Withholding Taxes; (6) Securities Laws; (7) Privacy and Data Protection; (8)(h) Language; (8)(i) Additional Requirements; (9)(l) Entire Agreement; Waiver; (9)(m) Choice of Law/Venue; and (8)(o) Severability.

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## MEXICO

**Labor Law Policy and Acknowledgment.** In accepting the Performance Stock Units, Participant expressly recognizes that ACCO Brands Corporation, with registered offices at Four Corporate Drive, Lake Zurich, Illinois 60047, USA, is solely responsible for the administration of the Plan and that Participant's participation in the Plan and acquisition of Shares do not constitute an employment relationship between Participant and ACCO Brands, since Participant is participating in the Plan on a wholly commercial basis and Participant's sole employer is a Mexican Subsidiary or Affiliate of ACCO Brands ("ACCO Mexico"). Based on the foregoing, Participant expressly recognizes that the Plan and the benefits that Participant may derive from his or her participation in the Plan do not establish any rights between Participant and ACCO Mexico, and do not form part of the employment conditions and/or benefits provided by ACCO Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Participant's employment.

Participant further understands that his or her participation in the Plan is a result of a unilateral and discretionary decision of ACCO Brands; therefore, ACCO Brands reserves the absolute right to amend and/or discontinue Participant's participation at any time without any liability to Participant.

Finally, Participant hereby declares that he or she does not reserve any action or right to bring any claim against the Company Group for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and Participant therefore grants a full and broad release to the Company Group, its Affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.

***Política de la Ley Laboral y Reconocimiento.*** *Aceptando este Premio (Performance Stock Units), el Participante reconoce expresamente que ACCO Brands Corporation, con oficinas registradas ubicadas en Four Corporate Drive, Lake Zurich, Illinois 60047 USA, es el único responsable de la administración del Plan y que participación del Participante en el mismo y la adquisición de Acciones no constituye de ninguna manera una relación laboral entre el Participante y ACCO Brands, debido a que la participación de esa persona en el Plan deriva únicamente de una relación comercial y el único Patrón del Participante es una Subsidiaria o Afiliada Mexicana de ACCO Brands ("ACCO México"). Derivado de lo anterior, el Participante reconoce expresamente que el Plan y los beneficios que pudieran derivar para el Participante por su participación en el mismo, no establecen ningún derecho entre el Participante e ACCO México, y no forman parte de las condiciones laborales y/o prestaciones otorgadas por ACCO México, y cualquier modificación al Plan o la terminación del mismo de ninguna manera podrá ser interpretada como una modificación o desmejora de los términos y condiciones de trabajo del Participante.*

*Asimismo, el Participante reconoce que su participación en el Plan es resultado de la decisión unilateral y discrecional de ACCO Brands, por lo tanto, ACCO Brands se reserva el derecho absoluto para modificar y/o discontinuar la participación del Participante en cualquier momento, sin ninguna responsabilidad hacia el Participante.*

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*Finalmente el Participante manifiesta que no se reserva ninguna acción o derecho que ejercitar en contra de la Compañía, por cualquier compensación o daños o perjuicios en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia exime amplia y completamente a la Compañía, sus Afiliadas, sucursales, oficinas de representación, sus accionistas, administradores, agentes y representantes legales con respecto a cualquier reclamo que pudiera surgir*

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## **SINGAPORE**

### **Securities Law Information.**

The grant of the Performance Stock Units is being made pursuant to the “Qualifying Person” exemption” under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Participant should note that the Award is subject to section 257 of the SFA and Participant should not make any subsequent sale of the Shares in Singapore or any offer of such subsequent sale of the Shares subject to the Award in Singapore, unless such sale or offer in is made (i) six months or more after the Grant Date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA. The Shares are currently traded on the New York Stock Exchange, which is located outside of Singapore, under the ticker symbol “ACCO” and Shares acquired under the Plan may be sold through this exchange.

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## UNITED KINGDOM

### Tax Withholding.

The following provisions supplement Section 4(c) of the Agreement:

The Participant agrees that, if the Participant does not pay or their employer or the Company Group does not withhold from the Participant the full amount of income tax that the Participant owes at vesting of the Performance Stock Units (including any dividend equivalents), or the release or assignment of the Performance Stock Units (including any dividend equivalents) for consideration, or the receipt of any other benefit in connection with the Performance Stock Units (the “**Taxable Event**”) within 90 days of the U.K. tax year within which the Taxable Event occurs, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “**Due Date**”), then the amount that should have been withheld shall constitute a loan owed by the Participant to their employer, effective as of the Due Date. The Participant agrees that the loan will bear interest at the Her Majesty’s Revenue and Customs’ (“**HMRC**”) official rate and will be immediately due and repayable by the Participant, and the Company Group and/or their employer may recover it at any time thereafter by any of the means set forth in Section 4 (c) of this Agreement.

Notwithstanding the foregoing, if the Participant is an executive officer or director within the meaning of Section 13(k) of the Exchange Act, as amended from time to time, the Participant understands that he or she may not be able to indemnify the Company Group or the Participant’s employer for the amount of income tax not collected from or paid by the Participant, as it may be considered a loan. In the event that the Participant is an executive officer or director and income tax is not collected from the Participant within ninety (90) days after the end of the tax year in which the Taxable Event occurs, the amount of any uncollected income tax may constitute an additional benefit to the Participant on which additional income tax and national insurance contributions (“**NICs**”) may be payable. The Participant acknowledges that he or she is responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Participant’s employer for the value of any NICs due on this additional benefit, which the Company Group or the Participant’s employer may recover from the Participant by any of the means set forth in Section 4(c) of this Agreement to the extent permitted by applicable law.

If the maximum applicable withholding rate is used, any over-withheld amount may be credited to the Participant by the Company Group or the Participant’s employer (with no entitlement to the Company Group common stock equivalent) or if not so credited, the Participant may seek a refund from the local tax authorities.

Joint Election. As a condition of the Performance Stock Unit granted hereunder, the Participant agrees to accept any liability for secondary Class 1 National Insurance Contributions (the “Employer NICs”), which may be payable by the Company Group or by the Participant’s employer with respect to the issuance of Shares subject to the Performance Stock Units or the receipt of any other benefit in connection with the Performance Stock Units.

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Without limitation to the foregoing, the Participant agrees to make an election (the “**Election**”), in the form specified and/or approved for such election by HMRC, that the liability for the Participant’s Employer NICs payments on any such gains shall be transferred to the Participant to the fullest extent permitted by law. The Participant further agrees to execute such other elections as may be required between the Participant and any successor to the Company Group and/or the Participant’s employer. The Participant authorizes the Company Group and his or her employer to withhold such Employer NICs by any of the means set forth in Section 4(c) of this Agreement.

Failure by the Participant to enter into an Election, withdrawal of approval of the Election by HMRC or a joint revocation of the Election by the Participant and the Company Group or the Participant’s employer, as applicable, shall be grounds for the forfeiture and cancellation of the Participant’s unvested Performance Stock Units, without any liability to the Company Group or the Participant’s employer.

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## UNITED STATES

### Participant Covenants

1. Defined Terms. As used in this Exhibit A:

(a) “**Affiliate**” means the Company Group’s successors in interest, affiliates (as defined in Rule 12b-2 under Section 12 of the Securities and Exchange Act), subsidiaries, parents, purchasers, and assignees (collectively “**Affiliates**”).

(b) “**Competing Activities**” are any activities or services undertaken on behalf of a Competitor (defined below) that are the same or similar in function or purpose to those the Participant performed for the Company Group in the two-year period preceding the end of Participant’s employment with the Company Group, or that are otherwise likely to result in the use or disclosure of Confidential Information. Competing Activities are understood to exclude: (i) activities on behalf of an independently operated subsidiary, division, or unit of a diversified corporation or similar business that has common ownership with a Competitor so long as the independently operated business unit does not involve a Conflicting Product or Service and (ii) a passive and non-controlling ownership interest in a Competitor through ownership of less than 2% of the stock in a publicly traded company.

(c) “**Competitor**” is any person or entity engaged in the business of providing a Conflicting Product or Service or preparing to engage in the business of providing a Conflicting Product or Service.

(d) “**Confidential Information**” includes but is not limited to any technical or business information, know-how or trade secrets, in any form, including but not limited to data; diagrams; business, sourcing, marketing or sales plans; notes; drawings; models; prototypes; specifications; manuals; memoranda; reports; customer or vendor information; pricing or cost information; computer programs; and other non-public information of value to Company Group that the Participant learned in connection with the Participant’s employment with the Company Group.

(e) “**Conflicting Product or Service**” is a product or service that is the same or similar in function or purpose to a Company Group product or service, such that it would replace or compete with: (i) a product or service the Company Group provides to its customers; or (ii) a product or service that is under development or planning by the Company Group but not yet provided to customers and regarding which the Participant was provided Confidential Information in the course of the Participant’s employment. Conflicting Products or Services do not include a product or service of the Company Group if the Company Group is no longer in the business of providing such product or service to its customers at the relevant time of enforcement.

(f) “**Covered Customer**” is a Company Group customer (natural person or entity) with which the Participant had business-related contact or dealings, or about which the Participant received Confidential Information, in the two-year period preceding the end of the Participant’s employment with the Company Group. References to the end of the Participant’s

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employment in this Exhibit A refer to the end of employment, whether by resignation or termination, and without regard for the reason the employment ended.

## 2. Consideration.

(a) In exchange for the Participant's promises and obligations in this Agreement, including without limitation Section 3 of this Exhibit A, ACCO Brands is granting the Participant the Award. The Participant understands and agrees that the promises and obligations have material value and benefit to the Company Group, above and beyond the Participant's continued employment with the Company Group, and that Participant would not be entitled to such consideration unless Participant agrees to be bound by this Exhibit A.

(b) The Company Group agrees to provide the Participant the consideration described in this Agreement only in exchange for the Participant's compliance with all the terms of this Exhibit A.

## 3. Participant Acknowledgments and Obligations.

(a) Position of Trust and Confidence. The Participant acknowledges that the Company Group is placing the Participant in a special position of trust and confidence. As a result of this Agreement and the Participant's position with the Company Group, the Participant will receive Confidential Information. The Participant agrees to use their position and the Confidential Information received in their position to further the business of the Company Group and not to knowingly cause harm to the business of the Company Group.

(b) Exclusivity. The Participant agrees to dedicate the Participant's full working time and efforts to the business of the Company Group and shall not undertake, prepare to undertake, or attempt to undertake any conflicting business activities while employed with the Company Group. These duties supplement and do not replace or diminish the common law duties the Participant would ordinarily have to the Participant's employer.

### (c) Confidentiality.

(i) Non-Use and Non-Disclosure. Except as provided in this Exhibit A, as required in the course of the Participant's employment with the Company Group, or as authorized in writing by the Company Group, the Participant agrees to keep secret and confidential and neither use nor disclose, by any means, either during or after termination of the Participant's employment for any reason: (i) any Confidential Information and (ii) any confidential information or trade secrets of others that the Participant receives during the course of the Participant's employment with the Company Group for so long as and to the same extent as the Company Group is obligated to protect such information or trade secrets.

(ii) Return of Confidential Information and Company Group Property. The Participant shall deliver to the Company Group promptly upon the end of the Participant's employment, or upon request by the Company Group, all records or materials which constitute or contain Confidential Information, or which are the property of the Company Group, including any copies thereof. The Participant shall not remove,

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erase, destroy, or impede the Company Group's access to Confidential Information or the Company Group's property.

(iii) Exclusions. The obligations under this Section 3(c) shall not apply to Confidential Information to the extent that it: (i) is or subsequently becomes publicly known through lawful means; (ii) was known to the Participant prior to disclosure to the Participant by or on behalf of the Company Group; or (iii) is received by the Participant in good faith from a third party (not an Affiliate) that has no obligation of confidentiality to the Company Group. The Company Group's exchange of Confidential Information with a third party for business purposes shall not remove it from protection under this Exhibit A.

(iv) Compelled Disclosure. If disclosure of Confidential Information is compelled by law, the Participant shall give the Company Group as much written notice as possible under the circumstances, shall refrain from using or disclosing for as long as the law allows, and shall cooperate with the Company Group to protect the Confidential Information, including taking every reasonable step necessary to protect against unnecessary disclosure.

(d) Previously Obtained Confidential Information. The Participant agrees not to disclose to the Company Group nor utilize in the Participant's work for the Company Group any confidential information or trade secrets of others obtained by the Participant prior to the Participant's employment by the Company Group (including from prior employers).

(e) Use and Preservation of Company Group Records and Resources. During and until termination of the Participant's employment, the Participant shall preserve records on the Company Group customers, prospects, vendors, suppliers, and other business relationships in accordance with the Company Group's record retention policies. Further, the Participant shall not knowingly use these records to harm the Company Group's business interests.

(f) Use of the Company Group's Systems. The Company Group only authorizes the Participant to access and use the Company Group's computers, email, or related computer systems to pursue matters that are consistent with the Company Group's business interests. Access or use of such systems to pursue personal business interests apart from the Company Group, to compete or to prepare to compete, or to otherwise knowingly undermine the Company Group's interests is strictly prohibited and outside the scope of Participant's authorized use of the Company Group's systems. By way of example, this includes erasing Company Group records or programs or forwarding Confidential Information to personal email addresses.

(g) Non-Interference. The Participant agrees that the following covenants are (i) ancillary to the other enforceable agreements contained in this Exhibit A, (ii) in exchange for receiving and using Confidential Information and (iii) reasonable and necessary to protect the Company Group's legitimate business interests in, among other things, protecting its Confidential Information, customer relationships and/or employee relationships.

(i) Non-Interference with Employee Relationships. The Participant agrees that for a period of one year following the end of the Participant's employment

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with the Company Group for any reason, the Participant shall not interfere with the Company Group's business relationship with any Company Group employee with whom the Participant had material contact with or learned Confidential Information about in the two years preceding the end of Participant's employment with the Company Group. Interference shall include, but not be limited to, soliciting or communicating with an employee to induce or encourage the employee to leave the Company Group's employ (regardless of who initiates the communication), by helping another person or entity evaluate a Company Group employee as an employment candidate, or by otherwise helping any person or entity hire an employee away from the Company Group.

(ii) Non-Interference with Customer Relationships. The Participant agrees that for a period of one year following the end of the Participant's employment with the Company Group for any reason, the Participant shall not interfere with the Company Group's business relationships with a Covered Customer by: (i) participating in, supervising, or managing (as an employee, consultant, contractor, officer, owner, director, or otherwise) any Competing Activities for, on behalf of, or with respect to a Covered Customer; or (ii) soliciting or communicating (regardless of who initiates the communication) with a Covered Customer to induce or encourage the Covered Customer to: (a) stop or reduce doing business with the Company Group, or (b) to buy a Conflicting Product or Service.

#### 4. Survival of Restrictions.

(a) The post-employment obligations in this Exhibit A shall survive the termination of the Participant's employment with the Company Group for any reason. If the Participant violates one of the post-employment restrictions in this Exhibit A on which there is a specific time limitation, the time period for that restriction shall be extended by one day for each day Participant violates it, up to a maximum extension equal to the length of time prescribed for the restriction, so as to give the Company Group the full benefit of the bargained-for length of the restriction.

(b) It is the intention of the Company Group and the Participant that, if any court construes any provision or clause of this Exhibit A, or any portion thereof, to be illegal, void or unenforceable, because of the duration of such provision, the scope or the subject matter covered thereby, such court shall reduce the duration, scope, or subject matter of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

(c) If the Participant becomes employed with an Affiliate without entering into a new non-disclosure, non-solicitation, or non-competition agreement that is substantially the same as this Exhibit A, the Affiliate shall be regarded as the Company Group for all purposes under this Exhibit A and shall be entitled to the same protections and enforcement rights as the Company Group.

5. Review Period. The Participant acknowledges that the Participant was provided at least 14 days' notice of the non-interference covenants prior to the Participant's execution of this Exhibit A and that the Participant has been directed by the Company Group to consult with any attorney regarding Participant's obligations pursuant to the non-interference covenants.

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6. Modification for Residents of California Only. To the extent the Participant is a resident of the state of California and subject to its laws, Section 3(g) shall not apply, and the jury trial waiver in this Agreement shall not apply; provided, however, the Participant hereby acknowledges and agrees not to use or disclose employer's trade secrets to solicit the Company Group's employees, customers, or vendors.

7. Modification for Residents of Minnesota, North Dakota, Oklahoma Only. To the extent the Participant is a resident of Minnesota, North Dakota, Oklahoma, and subject to the laws of one or more of those states, Section 3(g)(ii)(i) shall not apply; provided, however, the Participant hereby acknowledges and agrees Sections 3(g)(i) and 3(g)(ii)(ii) remain in effect in their entirety, and that Participant shall not to use or disclose employer's trade secrets to solicit the Company Group's employees, customers, or vendors.

8. Notices.

(a) If the restrictions in Section 3(g) have not expired, before accepting new employment, the Participant shall notify every future employer of the restrictions in this Exhibit A, including without limitation, Section 3(g). The Participant agrees that the Company Group may advise a future employer or prospective employer of the Participant of this Exhibit A, including without limitation, Section 3(g).

(b) While employed by the Company Group, and for one year thereafter, the Participant shall: (a) give the Company Group written notice at least 30 days prior to beginning work for a Competitor; (b) provide the Company Group with sufficient information about the Participant's new position to enable the Company Group to determine if the Participant's services in the new position would likely lead to a violation of this Exhibit A; and (c) within 30 days of any request made by the Company Group to do so, participate in a mediation or in-person conference to discuss and/or resolve any issues raised by the Participant's new position. The mediation or in-person conference will not prevent or delay any remedy available to the Company Group under Section 9 of this Exhibit A. Participant shall be responsible for all consequential damages caused by failure to give the Company Group notice as provided in this Section 8.

9. Remedies. If the Participant breaches or threatens to breach this Exhibit A, the Company Group may recover: (a) an order of specific performance or declaratory relief; (b) injunctive relief by temporary restraining order, temporary or preliminary injunction, and/or permanent injunction; (c) damages; (d) attorney's fees and costs incurred in obtaining relief; and (e) any other legal or equitable relief or remedy allowed by law. \$1,000.00 is the agreed amount for the bond to be posted if an injunction is sought by the Company Group to enforce the restrictions in this Exhibit A on the Participant.

10. Return of Consideration. The Participant specifically recognizes and agrees that the covenants in this Exhibit A are material and important terms of this Agreement, and Participant further agrees that should all or any part or application of this Exhibit A be held or found invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between the Participant and the Company Group (despite, and after application of, any applicable rights to reformation that could add or renew enforceability), the Company Group

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shall be entitled to receive from the Participant the cash equivalent of the Fair Market Value of the Award paid to the Participant pursuant to the terms of this Agreement, which Fair Market Value shall be determined as of the date of payment to the Participant pursuant to the terms and conditions of this Agreement. The return of consideration provided for in this Section 10 is in addition to the remedies for breach provided for in Section 9.

11. Reporting Violations of Law. Nothing in this Agreement or this Exhibit A shall prevent the Participant from disclosing information to or cooperating with any national, federal, state, provincial, or local governmental authority or self-regulatory authority for purposes of reporting or investigating a suspected violation of the law. Further, nothing in this Agreement or this Exhibit A shall prevent the Participant from disclosing Confidential Information in a complaint (made under seal) where such disclosure is made in the context of whistleblowing.

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**CERTIFICATIONS**

I, Thomas W. Tedford, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of ACCO Brands Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Thomas W. Tedford

Thomas W. Tedford

President and Chief Executive Officer

Date: May 1, 2026

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**CERTIFICATIONS**

I, Deborah A. O'Connor, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of ACCO Brands Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Deborah A. O'Connor

Deborah A. O'Connor

Executive Vice President and Chief Financial Officer

Date: May 1, 2026

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**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,**

**As adopted pursuant to**

**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of ACCO Brands Corporation on Form 10-Q for the period ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof, (the "Report"), I, Thomas W. Tedford, Chief Executive Officer of ACCO Brands Corporation, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of ACCO Brands Corporation.

By: /s/ Thomas W. Tedford

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Thomas W. Tedford

President and Chief Executive Officer

Date: May 1, 2026

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**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,**

**As adopted pursuant to**

**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of ACCO Brands Corporation on Form 10-Q for the period ended March 31, 2026 as filed with the Securities and Exchange Commission on the date hereof, (the "Report"), I, Deborah A. O'Connor, Chief Financial Officer of ACCO Brands Corporation, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of ACCO Brands Corporation.

By: /s/ Deborah A. O'Connor

Deborah A. O'Connor

Executive Vice President and  
Chief Financial Officer

Date: May 1, 2026

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