

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

FORM 10-Q

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

**For the quarterly period ended: July 1, 2023
OR**

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

Commission File Number: 001-14041

HAEMONETICS CORPORATION

(Exact name of registrant as specified in its charter)

Massachusetts
(State or other jurisdiction of
incorporation or organization)

125 Summer Street
Boston, Massachusetts
(Address of principal executive offices)

04-2882273
(I.R.S. Employer
Identification No.)

02110
(Zip Code)

(781) 848-7100

(Registrant's telephone number, including area code)

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

<u>Title of Each Class</u>	<u>Trading Symbol</u>	<u>Name of Each Exchange on Which Registered</u>
Common stock, \$.01 par value per share	HAE	New York Stock Exchange

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 x No o

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 such files). Yes x No o

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 checked="" type="checkbox"/>	Accelerated filer	<input 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. o

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

The number of shares of \$0.01 par value common stock outstanding as of August 4, 2023: 50,712,010

HAEMONETICS CORPORATION
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ITEM 1. FINANCIAL STATEMENTS

HAEMONETICS CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME
(Unaudited in thousands, except per share data)

	Three Months Ended	
	July 1, 2023	July 2, 2022
Net revenues	\$ 311,332	\$ 261,458
Cost of goods sold	144,067	119,195
Gross profit	167,265	142,263
Operating expenses:		
Research and development	12,648	10,902
Selling, general and administrative	93,485	92,227
Amortization of acquired intangible assets	7,473	8,367
Total operating expenses	113,606	111,496
Operating income	53,659	30,767
Interest and other expense, net	(2,069)	(5,273)
Income before provision for income taxes	51,590	25,494
Provision for income taxes	10,548	5,617
Net income	\$ 41,042	\$ 19,877
Net income per share - basic	\$ 0.81	\$ 0.39
Net income per share - diluted	\$ 0.80	\$ 0.38
Weighted average shares outstanding		
Basic	50,542	51,224
Diluted	51,340	51,683
Comprehensive income	\$ 41,905	\$ 13,114

The accompanying notes are an integral part of these condensed consolidated financial statements.

HAEMONETICS CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited in thousands, except share data)

	July 1, 2023	April 1, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 285,719	\$ 284,466
Accounts receivable, less allowance for credit losses of \$5,047 at July 1, 2023 and \$4,932 at April 1, 2023	177,117	179,142
Inventories, net	289,207	259,379
Prepaid expenses and other current assets	49,564	46,735
Total current assets	801,607	769,722
Property, plant and equipment, net	304,467	310,885
Intangible assets, less accumulated amortization of \$427,521 at July 1, 2023 and \$417,422 at April 1, 2023	268,146	275,771
Goodwill	465,910	466,231
Deferred tax asset	4,875	5,241
Other long-term assets	117,253	106,975
Total assets	\$ 1,962,258	\$ 1,934,825
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Notes payable and current maturities of long-term debt	\$ 13,572	\$ 11,784
Accounts payable	78,134	63,929
Accrued payroll and related costs	32,970	64,475
Other current liabilities	112,263	111,628
Total current liabilities	236,939	251,816
Long-term debt, net of current maturities	751,381	754,102
Deferred tax liability	37,342	36,195
Other long-term liabilities	71,980	74,715
Stockholders' equity:		
Common stock, \$0.01 par value; Authorized — 150,000,000 shares; Issued and outstanding — 50,705,779 shares at July 1, 2023 and 50,448,519 shares at April 1, 2023	507	504
Additional paid-in capital	609,610	594,706
Retained earnings	284,017	253,168
Accumulated other comprehensive loss	(29,518)	(30,381)
Total stockholders' equity	864,616	817,997
Total liabilities and stockholders' equity	\$ 1,962,258	\$ 1,934,825

The accompanying notes are an integral part of these condensed consolidated financial statements.

HAEMONETICS CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Unaudited in thousands)

	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive (Loss)/Income	Total Stockholders' Equity
	Shares	Par Value				
Balance, April 1, 2023	50,449	\$ 504	\$ 594,706	\$ 253,168	\$ (30,381)	\$ 817,997
Employee stock purchase plan	40	—	2,871	—	—	2,871
Exercise of stock options	145	2	5,858	(5,233)	—	627
Issuance of restricted stock, net of cancellations	140	2	(2)	—	—	—
Tax withholding on employee equity awards	(68)	(1)	(812)	(4,960)	—	(5,773)
Share-based compensation expense	—	—	6,989	—	—	6,989
Net income	—	—	—	41,042	—	41,042
Other comprehensive income	—	—	—	—	863	863
Balance, July 1, 2023	50,706	\$ 507	\$ 609,610	\$ 284,017	\$ (29,518)	\$ 864,616

	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive (Loss)/Income	Total Stockholders' Equity
	Shares	Par Value				
Balance, April 2, 2022	51,124	\$ 511	\$ 572,476	\$ 202,391	\$ (25,954)	\$ 749,424
Employee stock purchase plan	57	—	2,459	—	—	2,459
Exercise of stock options	3	1	126	—	—	127
Issuance of restricted stock, net of cancellations	131	1	(1)	—	—	—
Share-based compensation expense	—	—	5,299	—	—	5,299
Net income	—	—	—	19,877	—	19,877
Other comprehensive loss	—	—	—	—	(6,763)	(6,763)
Balance, July 2, 2022	51,315	\$ 513	\$ 580,359	\$ 222,268	\$ (32,717)	\$ 770,423

The accompanying notes are an integral part of these condensed consolidated financial statements.

HAEMONETICS CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited in thousands)

	Three Months Ended	
	July 1, 2023	July 2, 2022
Cash Flows from Operating Activities:		
Net income	\$ 41,042	\$ 19,877
Adjustments to reconcile net income to net cash provided by operating activities:		
Non-cash items:		
Depreciation and amortization	23,032	22,447
Share-based compensation expense	6,989	5,299
Amortization of deferred financing costs	830	797
Inventory reserve adjustment	(1,785)	(2,075)
Other non-cash operating activities	682	1,192
Change in operating assets and liabilities:		
Change in accounts receivable	1,010	10,358
Change in inventories	(29,396)	15,240
Change in prepaid income taxes	1,595	2,118
Change in other assets and other liabilities	(9,986)	(6,079)
Change in accounts payable and accrued expenses	(14,927)	(27,181)
Net cash provided by operating activities	19,086	41,993
Cash Flows from Investing Activities:		
Capital expenditures	(9,663)	(45,467)
Acquisition	—	(2,850)
Proceeds from sale of property, plant and equipment	402	498
Other investments	(6,000)	(10,395)
Net cash used in investing activities	(15,261)	(58,214)
Cash Flows from Financing Activities:		
Repayment of term loan borrowings	(1,750)	(4,375)
Contingent consideration payments	(849)	(21,593)
Proceeds from employee stock purchase plan	2,871	2,459
Proceeds from exercise of stock options	627	127
Cash used to net share settle employee equity awards	(1,483)	—
Other financing activities	(14)	(13)
Net cash used in financing activities	(598)	(23,395)
Effect of exchange rates on cash and cash equivalents	(1,974)	(4,932)
Net Change in Cash and Cash Equivalents	1,253	(44,548)
Cash and Cash Equivalents at Beginning of Period	284,466	259,496
Cash and Cash Equivalents at End of Period	\$ 285,719	\$ 214,948
Supplemental Disclosures of Cash Flow Information:		
Non-Cash Investing and Financing Activities:		
Transfers from inventory to fixed assets for placement of Haemonetics equipment	\$ 1,982	\$ 38,022

The accompanying notes are an integral part of these condensed consolidated financial statements.

HAEMONETICS CORPORATION AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. BASIS OF PRESENTATION

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of Haemonetics Corporation (“Haemonetics” or the “Company”) presented herein have been prepared in accordance with generally accepted accounting principles in the United States of America (“U.S. GAAP”) for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of the Company’s management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included. All intercompany transactions have been eliminated. Operating results for the three months ended July 1, 2023 are not necessarily indicative of the results that may be expected for the full fiscal year ending March 30, 2024 or any other interim period. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and footnotes included in the Annual Report on Form 10-K for the fiscal year ended April 1, 2023.

The Company considers events or transactions that occur after the balance sheet date but prior to the issuance of the financial statements to provide additional evidence relative to certain estimates or to identify matters that require additional disclosure. Subsequent events have been evaluated as required. There were no material recognized or unrecognized subsequent events as of or for the three months ended July 1, 2023, except for those discussed in Note 8, *Inventories*.

2. RECENT ACCOUNTING PRONOUNCEMENTS

Standards Implemented

There are currently no recent accounting pronouncements that the Company expects to have a material impact on its financial position and results of operations.

3. STRATEGIC INVESTMENTS

As part of the Company’s business development activities, it holds strategic investments in certain entities. During fiscal year 2023, the Company made investments in Vivasure Medical LTD (“Vivasure”), totaling €30 million. The investments in Vivasure include both preferred stock and a special share that allows the Company to acquire Vivasure in accordance with an agreement between the parties. The Company made certain other strategic investments totaling \$6.0 million during the first quarter of fiscal 2024. The Company’s strategic investments are classified as other long-term assets on the Company’s Condensed Consolidated Balance Sheets and the Company has not recorded any adjustments to the carrying value of the strategic investments during three months ended July 1, 2023.

4. REVENUE

The Company’s revenue recognition policy is to recognize revenues from product sales, software and services in accordance with ASC Topic 606, *Revenue from Contracts with Customers*. Revenue is recognized when obligations under the terms of a contract with a customer are satisfied; this occurs with the transfer of control of the Company’s goods or services. The Company considers revenue to be earned when all of the following criteria are met: it has a contract with a customer that creates enforceable rights and obligations; promised products or services are identified; the transaction price, or the consideration it expects to receive for transferring goods or providing services, is determinable and it has transferred control of the promised items to the customer. A promise in a contract to transfer a distinct good or service to the customer is identified as a performance obligation. A contract’s transaction price is allocated to each performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. Some of the Company’s contracts have multiple performance obligations. For contracts with multiple performance obligations, the Company allocates the contract’s transaction price to each performance obligation based on the estimated standalone selling prices of the good or service in the contract. For goods or services for which observable standalone selling prices are not available, the Company uses an expected cost plus a margin approach to estimate the standalone selling price of each performance obligation.

As of July 1, 2023, the Company had \$24.6 million of transaction price allocated to remaining performance obligations related to executed contracts with an original duration of one year or more. The Company expects to recognize approximately 80% of this amount as revenue within the next twelve months and the remaining balance thereafter.

Contract Balances

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, unbilled receivables and contract assets, as well as customer advances, customer deposits and deferred revenue (contract liabilities) on the Condensed Consolidated Balance Sheets. The difference in timing between billing and revenue recognition primarily occurs in software licensing arrangements, resulting in contract assets and contract liabilities.

As of July 1, 2023 and April 1, 2023, the Company had contract liabilities of \$32.9 million and \$30.2 million, respectively. During the three months ended July 1, 2023, the Company recognized \$13.5 million of revenue that was included in the above April 1, 2023 contract liability balance. Contract liabilities are classified as other current liabilities on the condensed consolidated balance sheet. As of July 1, 2023 and April 1, 2023, the Company's contract assets were immaterial.

5. RESTRUCTURING

On an ongoing basis, the Company reviews the global economy, the healthcare industry, and the markets in which it competes to identify opportunities for efficiencies, enhance commercial capabilities, align its resources and offer its customers better solutions. In order to realize these opportunities, the Company undertakes restructuring-type activities to transform its business.

In July 2019, the Board of Directors of the Company approved the Operational Excellence Program (the "2020 Program") and delegated authority to the Company's management to determine the detail of the initiatives that will comprise the program. During fiscal 2022, the Company revised the program to improve product and service quality, reduce cost principally in its manufacturing and supply chain operations and ensure sustainability while helping to offset impacts from a previously announced customer loss, rising inflationary pressures and effects of the COVID-19 pandemic. The Company expects to incur aggregate charges between \$95 million and \$105 million by the end of fiscal 2025 under the program. The majority of charges will result in cash outlays, including severance and other employee costs, and will be incurred as the specific actions required to execute these initiatives are identified and approved. During the three months ended July 1, 2023 and July 2, 2022, the Company incurred \$2.2 million and \$3.5 million, respectively, of restructuring and restructuring related costs under this program. Total cumulative charges under this program are \$69.4 million.

The following table summarizes the activity for restructuring reserves related to the 2020 Program and prior programs for the three months ended July 1, 2023, substantially all of which relates to employee severance and other employee costs:

<i>(In thousands)</i>	2020 Program	Prior Programs	Total
Balance at April 1, 2023	\$ 1,810	\$ 340	\$ 2,150
Costs incurred, net of reversals	(11)	—	(11)
Payments	(589)	—	(589)
Balance at July 1, 2023	\$ 1,210	\$ 340	\$ 1,550

The following presents the restructuring costs by line item within our accompanying unaudited Condensed Consolidated Statements of Income and Comprehensive Income:

<i>(In thousands)</i>	Three Months Ended	
	July 1, 2023	July 2, 2022
Cost of goods sold	\$ 206	\$ (206)
Selling, general and administrative expenses	(217)	162
	\$ (11)	\$ (44)

As of July 1, 2023, the Company had a restructuring liability of \$1.6 million, of which approximately \$1.2 million is payable within the next twelve months.

In addition to the restructuring expenses included in the table above, the Company also incurred costs that do not constitute restructuring costs under ASC 420, *Exit and Disposal Cost Obligations*, and which the Company instead refers to as restructuring related costs. These costs consist primarily of expenditures directly related to the restructuring actions.

The tables below present restructuring and restructuring related costs by reportable segment:

	Three Months Ended	
	July 1, 2023	July 2, 2022
Restructuring costs		
<i>(In thousands)</i>		
Plasma	\$ (256)	\$ (211)
Hospital	242	—
Corporate	3	167
Total	\$ (11)	\$ (44)
Restructuring related costs		
<i>(In thousands)</i>		
Plasma	\$ 169	\$ 640
Blood Center	45	2
Hospital	49	89
Corporate	1,941	2,791
Total	\$ 2,204	\$ 3,522
Total restructuring and restructuring related costs	\$ 2,193	\$ 3,478

6. INCOME TAXES

The Company conducts business globally and reports its results of operations in a number of foreign jurisdictions in addition to the United States. The Company's reported tax rate is impacted by the jurisdictional mix of earnings in any given period as the foreign jurisdictions in which it operates have tax rates that differ from the U.S. statutory tax rate.

For the three months ended July 1, 2023, the Company reported income tax expense of \$10.5 million, representing an effective tax rate of 20.4%. The effective tax rate for the three months ended July 1, 2023 includes \$1.2 million of discrete tax benefit primarily related to stock compensation windfalls.

For the three months ended July 2, 2022, the Company reported income tax expense of \$5.6 million, representing an effective tax rate of 22.0%. The effective tax rate for the three months ended July 2, 2022 includes \$0.6 million of discrete tax expense relating to stock compensation shortfalls.

7. EARNINGS PER SHARE

The following table provides a reconciliation of the numerators and denominators of the basic and diluted earnings per share computations.

	Three Months Ended	
	July 1, 2023	July 2, 2022
<i>(In thousands, except per share amounts)</i>		
Basic EPS		
Net income	\$ 41,042	\$ 19,877
Weighted average shares	50,542	51,224
Basic income per share	\$ 0.81	\$ 0.39
Diluted EPS		
Net income	\$ 41,042	\$ 19,877
Basic weighted average shares	50,542	51,224
Net effect of common stock equivalents	798	459
Diluted weighted average shares	51,340	51,683
Diluted income per share	\$ 0.80	\$ 0.38

Basic earnings per share is calculated using the Company's weighted-average outstanding common shares. Diluted earnings per share is calculated using its weighted-average outstanding common shares including the dilutive effect of stock awards as determined under the treasury stock method and the convertible senior notes as determined under the net share settlement method. From the time of the issuance of the convertible senior notes, the average market price of the Company's common shares has been less than the initial conversion price, and consequently no shares have been included in diluted earnings per share for the conversion value of the convertible senior notes. For the three months ended July 1, 2023 and July 2, 2022, weighted average shares outstanding, assuming dilution, excludes the impact of 0.6 million and 0.9 million anti-dilutive shares, respectively.

Share Repurchase Program

In August 2022, the Company announced that its Board of Directors had approved a three-year share repurchase program authorizing the repurchase of up to \$300.0 million of Haemonetics common stock, based on market conditions, through August 2025. Under the share repurchase program, the Company is authorized to repurchase, from time to time, outstanding shares of common stock in accordance with applicable laws on the open market, including under trading plans established pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, and in privately negotiated transactions. The actual timing, number and value of shares repurchased will be determined by the Company at its discretion and will depend on a number of factors, including market conditions, applicable legal requirements and compliance with the terms of loan covenants. The share repurchase program may be suspended, modified or discontinued at any time, and the Company has no obligation to repurchase any amount of its common stock under the program. As of July 1, 2023, the total remaining authorization for repurchases of the Company's common stock under the share repurchase program was \$225.0 million.

8. INVENTORIES

Inventories are stated at the lower of cost or net realizable value and include the cost of material, labor and manufacturing overhead. Cost is determined with the first-in, first-out method.

<i>(In thousands)</i>	July 1, 2023	April 1, 2023
Raw materials	\$ 129,419	\$ 115,016
Work-in-process	16,314	12,572
Finished goods	143,474	131,791
Total inventories	\$ 289,207	\$ 259,379

In August 2023, the Company issued a voluntary recall of certain products within its Whole Blood business sold to customers in the U.S. and certain foreign jurisdictions. The Company recorded a charge of \$3.4 million related to inventory with respect to this recall in the first quarter of fiscal 2024. The Company continues to evaluate the impact of this recall and may record additional incremental charges in future periods.

9. PROPERTY, PLANT AND EQUIPMENT

<i>(In thousands)</i>	July 1, 2023	April 1, 2023
Land	\$ 5,474	\$ 5,358
Building and building improvements	126,960	127,634
Plant equipment and machinery	196,398	194,539
Office equipment and information technology	124,340	123,611
Haemonetics equipment	457,297	463,706
Construction in progress	32,189	29,367
Total	942,658	944,215
Less: accumulated depreciation	(638,191)	(633,330)
Property, plant and equipment, net	\$ 304,467	\$ 310,885

Depreciation expense was \$13.3 million and \$11.7 million for the three months ended July 1, 2023 and July 2, 2022, respectively.

10. LEASES

Lessor Activity

Assets on the Company's balance sheet classified as Haemonetics equipment primarily consist of medical devices installed at customer sites but owned by Haemonetics. These devices are leased to customers under contractual arrangements that typically include an operating or sales-type lease as well as the purchase and consumption of a certain level of disposable products. Sales-type leases are not significant. Contract terms vary by customer and may include options to terminate the contract or options to extend the contract. Where devices are provided under operating lease arrangements, a substantial majority of the entire lease revenue is variable and subject to subsequent non-lease component (disposable products) sales. The allocation of revenue between the lease and non-lease components is based on stand-alone selling prices. Operating lease revenue represents approximately 3 percent of the Company's total net sales.

11. NOTES PAYABLE AND LONG-TERM DEBT

Convertible Senior Notes

The Company has \$500.0 million aggregate principal amount of 0% convertible senior notes due 2026 (the "2026 Notes"). The 2026 Notes are governed by the terms of the Indenture between the Company and U.S. Bank National Association, as trustee. The total net proceeds from the sale of the 2026 Notes, after deducting the initial purchasers' discounts and debt issuance costs, were approximately \$486.7 million. The 2026 Notes will mature on March 1, 2026, unless earlier converted, redeemed or repurchased.

During first quarter of fiscal 2024, the conditions allowing holders of the 2026 Notes to convert have not been met. The 2026 Notes were therefore not convertible as of July 1, 2023 and were classified as long-term debt on the Company's Condensed Consolidated Balance Sheets.

As of July 1, 2023, the \$500.0 million principal balance was netted down by the \$7.2 million of remaining debt issuance costs, resulting in a net convertible note payable of \$492.8 million. Interest expense related to the 2026 Notes was \$0.7 million for the three months ended July 1, 2023, which is entirely attributable to the amortization of the debt issuance costs. The debt issuance costs are amortized at an effective interest rate of 0.5%.

Credit Facilities

On June 15, 2018, the Company entered into a credit agreement with certain lenders that provided for a \$350.0 million term loan and a \$350.0 million revolving loan (together with the term loan, as amended from time to time, the "2018 Credit Facilities") that were each scheduled to mature on June 15, 2023.

On July 26, 2022, the Company entered into an amended and restated credit agreement with certain lenders to refinance the 2018 Credit Facilities and extend their maturity date through June 2025. The amended and restated credit agreement provides for a \$280.0 million senior unsecured term loan, the proceeds of which have been used to settle the balance of the term loan under the 2018 Credit Facilities, and a \$420.0 million senior unsecured revolving credit facility (together, the "Revised Credit Facilities"). Loans under the Revised Credit Facilities bear interest at an annual rate equal to the Adjusted Term SOFR Rate (as specified in the amended and restated credit agreement), which is subject to a floor of 0%, plus an applicable rate ranging from 1.125% to 1.750% based on the Company's consolidated net leverage ratio (as specified in the amended and restated credit agreement) at the applicable measurement date. Adjusted Term SOFR Rate loans are also subject to a credit spread adjustment of 0.10% per annum. The revolving credit facility carries an unused fee that ranges from 0.125% to 0.250% annually based on the Company's consolidated net leverage ratio at the applicable measurement date. Under the Revised Credit Facilities, the Company is required to maintain certain leverage and interest coverage ratios specified in the amended and restated credit agreement as well as other customary non-financial affirmative and negative covenants. The Revised Credit Facilities mature on June 15, 2025. The principal amount of the term loan under the Revised Credit Facilities is repayable quarterly through the maturity date at a rate of 2.5% for the first year and 5% thereafter, with the unpaid balance due at maturity.

The Company applied modification accounting for the credit facility refinancing. For the term loan under the Revised Credit Facilities, for fiscal 2023, the Company recognized interest expense of \$0.5 million for third party fees incurred and capitalized \$0.2 million of lender fees related to the term loan. For fiscal 2023, the Company capitalized \$1.1 million of lender fees and third-party costs incurred in the refinancing related to the revolving credit facility under the Revised Credit Facilities.

At July 1, 2023, \$273.0 million was outstanding under the term loan with an effective interest rate of 6.6%. The Company has scheduled principal payments of \$14.0 million required during the 12 months following July 1, 2023. There were no

outstanding borrowings under the revolving credit facility at July 1, 2023. The Company also had \$19.6 million of uncommitted operating lines of credit to fund its global operations under which there were no outstanding borrowings as of July 1, 2023.

The Company was in compliance with the leverage and interest coverage ratios specified in the Revised Credit Facilities as well as all other bank covenants as of July 1, 2023.

12. FINANCIAL INSTRUMENTS AND FAIR VALUE MEASUREMENTS

The Company manufactures, markets and sells its products globally. During the three months ended July 1, 2023, 23.9% of the Company's sales were generated outside the U.S. in local currencies. The Company also incurs certain manufacturing, marketing and selling costs in international markets in local currency.

Accordingly, earnings and cash flows are exposed to market risk from changes in foreign currency exchange rates relative to the U.S. Dollar, the Company's reporting currency. The Company has a program in place that is designed to mitigate the exposure to changes in foreign currency exchange rates. That program includes the use of derivative financial instruments to minimize, for a period of time, the impact on its financial results from changes in foreign exchange rates. The Company utilizes foreign currency forward contracts to hedge the anticipated cash flows from transactions denominated in foreign currencies, primarily Japanese Yen and Euro, and to a lesser extent, Swiss Franc and Mexican Peso. This does not eliminate the impact of the volatility of foreign exchange rates. However, because the Company generally enters into forward contracts one year out, rates are fixed for a one-year period, thereby facilitating financial planning and resource allocation.

Designated Foreign Currency Hedge Contracts

All of the Company's designated foreign currency hedge contracts as of July 1, 2023 and April 1, 2023 were cash flow hedges under ASC 815, *Derivatives and Hedging* ("ASC 815"). The Company records the effective portion of any change in the fair value of designated foreign currency hedge contracts in other comprehensive income until the related third-party transaction occurs. Once the related third-party transaction occurs, the Company reclassifies the effective portion of any related gain or loss on the designated foreign currency hedge contracts to earnings. In the event the hedged forecasted transaction does not occur, or it becomes probable that it will not occur, the Company will reclassify the amount of any gain or loss on the related cash flow hedge to earnings at that time. The Company had designated foreign currency hedge contracts outstanding in the contract amount of \$32.3 million as of July 1, 2023 and \$51.8 million as of April 1, 2023. At July 1, 2023, a gain of \$1.4 million, net of tax, will be reclassified to earnings within the next twelve months. Substantially all currency cash flow hedges outstanding as of July 1, 2023 mature within twelve months.

Non-Designated Foreign Currency Contracts

The Company manages its exposure to changes in foreign currency on a consolidated basis to take advantage of offsetting transactions and balances. It uses foreign currency forward contracts as a part of its strategy to manage exposure related to foreign currency denominated monetary assets and liabilities. These foreign currency forward contracts are entered into for periods consistent with currency transaction exposures, generally one month. They are not designated as cash flow or fair value hedges under ASC 815. These forward contracts are marked-to-market with changes in fair value recorded to earnings. The Company had non-designated foreign currency hedge contracts under ASC 815 outstanding in the contract amount of \$31.2 million as of July 1, 2023 and \$44.7 million as of April 1, 2023.

Interest Rate Swaps

Part of the Company's interest rate risk management strategy includes the use of interest rate swaps to mitigate its exposure to changes in variable interest rates. The Company's objective in using interest rate swaps is to add stability to interest expense and to manage and reduce the risk inherent in interest rate fluctuations.

On June 15, 2018, the Company entered into the 2018 Credit Facilities, which provided for a \$350.0 million term loan and a \$350.0 million revolving credit facility. In August 2018, the Company entered into two interest rate swap agreements to pay an average fixed rate of 2.80% plus the applicable rate on a total notional value of \$241.9 million of debt, or 70% of the notional value of the unsecured term loan. As a result of the Company's refinancing of the 2018 Credit Facilities in July 2022, as discussed below, the 2018 interest rate swaps were amended in September 2022 to align with the Term Secured Overnight Financing Rate ("SOFR") rate rather than LIBOR (the "Amended Swaps"). In order to avoid dedesignation, the Company elected certain practical expedients under ASC 848. As a result, the Company's earnings and cash flows are exposed to interest rate risk from changes to SOFR. The Amended Swaps matured on June 15, 2023.

On July 26, 2022, the Company entered into an amended and restated credit agreement to refinance the 2018 Credit Facilities and extend their maturity date through June 2025. The Revised Credit Facilities include a \$280.0 million senior unsecured term loan and a \$420.0 million senior unsecured revolving credit facility. Loans under the Revised Credit Facilities bear interest at an annual rate equal to the 1-month USD Term SOFR plus 0.10% and an applicable rate ranging from 1.125% to 1.750% based on the Company's consolidated net leverage ratio. In September 2022, the Company entered into four additional interest rate swaps, which when combined with the Amended Swaps, resulted in an average blended fixed interest rate of 3.57% plus the applicable rate on 70% of the notional value of the unsecured term loan until mid-June 2023 and 4.12% plus the applicable rate thereafter on 80% of the notional value until the maturity date in June 2025. On June 15, 2023, two of the Company's interest rate swaps entered into during September 2022 matured concurrently with the Amended Swaps. The Company has concluded that the two remaining interest rate swaps entered into during September 2022, which cover 80% of the notional value of the unsecured term loan through maturity in June 2025, are effective and qualify for hedge accounting treatment.

The Company held the following interest rate swaps as of July 1, 2023:

Hedged Item	Original Notional Amount	Notional Amount as of July 1, 2023	Designation Date	Effective Date	Termination Date	Fixed Interest Rate	Estimated Fair Value Assets (Liabilities)
<i>(In thousands)</i>							
1-month USD Term SOFR	109,900	109,900	9/23/2022	6/15/2023	6/15/2025	4.08%	1,326
1-month USD Term SOFR	109,900	109,200	9/23/2022	6/15/2023	6/15/2025	4.15%	1,217
Total	\$ 219,800	\$ 219,100					\$ 2,543

For the three months ended July 1, 2023, the Company recorded a gain of \$2.8 million, net of tax, in accumulated other comprehensive loss to recognize the effective portion of the fair value of the swaps that qualify as cash flow hedges.

Trade Receivables

In the ordinary course of business, the Company grants trade credit to its customers on normal credit terms. In an effort to reduce its credit risk, the Company (i) establishes credit limits for all customers, (ii) performs ongoing credit evaluations of customers' financial condition, (iii) monitors the payment history and aging of customers' receivables, and (iv) monitors open orders against an individual customer's outstanding receivable balance.

The Company's allowance for credit losses is maintained for trade accounts receivable based on the expected collectability, the historical collection experience, the length of time an account is outstanding, the financial position of the customer and information provided by credit rating services. To date, the Company has not experienced significant customer payment defaults, or identified other significant collectability concerns.

The following is a roll forward of the allowance for credit losses:

<i>(In thousands)</i>	Three Months Ended	
	July 1, 2023	July 2, 2022
Beginning balance	\$ 4,932	\$ 2,475
Credit loss	151	146
Write-offs	(36)	(126)
Ending balance	\$ 5,047	\$ 2,495

Other Fair Value Measurements

Fair value is defined as the exit price that would be received from the sale of an asset or paid to transfer a liability, using assumptions that market participants would use in pricing an asset or liability. The fair value guidance establishes the following three-level hierarchy used for measuring fair value:

- Level 1 — Inputs to the valuation methodology are quoted market prices for identical assets or liabilities.
- Level 2 — Inputs to the valuation methodology are other observable inputs, including quoted market prices for similar assets or liabilities and market-corroborated inputs.
- Level 3 — Inputs to the valuation methodology are unobservable inputs based on management’s best estimate of inputs market participants would use in pricing the asset or liability at the measurement date, including assumptions about risk.

The Company’s money market funds carried at fair value are classified within Level 1 of the fair value hierarchy because they are valued using quoted market prices.

Fair Value of Derivative Instruments

The following table presents the effect of the Company’s derivative instruments designated as cash flow hedges and those not designated as hedging instruments under ASC 815 in its unaudited Condensed Consolidated Statements of Income and Comprehensive Income for the three months ended July 1, 2023:

Derivative Instruments	Amount of Gain Recognized in Accumulated Other Comprehensive Loss	Amount of Gain (Loss) Reclassified from Accumulated Other Comprehensive Loss into Earnings	Location in Condensed Consolidated Statements of Income and Comprehensive Income	Amount of Gain Excluded from Effectiveness Testing	Location in Condensed Consolidated Statements of Income and Comprehensive Income
<i>(In thousands)</i>					
Designated foreign currency hedge contracts, net of tax	\$ 1,434	\$ (560)	Net revenues, COGS and SG&A	\$ 282	Interest and other expense, net
Non-designated foreign currency hedge contracts	\$ —	\$ —		\$ 1,308	Interest and other expense, net
Designated interest rate swaps, net of tax	\$ 2,789	\$ 1	Interest and other expense, net	\$ —	

The Company did not have fair value hedges or net investment hedges outstanding as of July 1, 2023 or April 1, 2023. As of July 1, 2023, no material deferred taxes were recognized for designated foreign currency hedges.

ASC 815 requires all derivative instruments to be recognized at their fair values as either assets or liabilities on the balance sheet. The Company determines the fair value of its derivative instruments using the framework prescribed by ASC 820, *Fair Value Measurements and Disclosures*, by considering the estimated amount it would receive or pay to sell or transfer these instruments at the reporting date and by taking into account current interest rates, currency exchange rates, current interest rate curves, interest rate volatilities, the creditworthiness of the counterparty for assets, and its creditworthiness for liabilities. In certain instances, the Company may utilize financial models to measure fair value. Generally, the Company uses inputs that include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; other observable inputs for the asset or liability; and inputs derived principally from, or corroborated by, observable market data by correlation or other means. As of July 1, 2023, the Company has classified its derivative assets and liabilities within Level 2 of the fair value hierarchy prescribed by ASC 815, as discussed below, because these observable inputs are available for substantially the full term of its derivative instruments.

The following tables present the fair value of the Company's derivative instruments as they appear in its Condensed Consolidated Balance Sheets as of July 1, 2023 and April 1, 2023:

<i>(In thousands)</i>	Location in Condensed Consolidated Balance Sheets	As of July 1, 2023	As of April 1, 2023
Derivative Assets:			
Designated foreign currency hedge contracts	Other current assets	\$ 2,508	\$ 1,401
Non-designated foreign currency hedge contracts	Other current assets	110	302
Designated interest rate swaps	Other current assets	2,442	1,110
Designated interest rate swaps	Other long-term assets	101	—
		<u>\$ 5,161</u>	<u>\$ 2,813</u>
Derivative Liabilities:			
Designated foreign currency hedge contracts	Other current liabilities	\$ 17	\$ 24
Non-designated foreign currency hedge contracts	Other current liabilities	12	58
Designated interest rate swaps	Other long-term liabilities	—	1,807
		<u>\$ 29</u>	<u>\$ 1,889</u>

Fair Value Measured on a Recurring Basis

Financial assets and financial liabilities measured at fair value on a recurring basis consist of the following as of July 1, 2023 and April 1, 2023.

<i>(In thousands)</i>	As of July 1, 2023			
	Level 1	Level 2	Level 3	Total
Assets				
Money market funds	\$ 119,912	\$ —	\$ —	\$ 119,912
Designated foreign currency hedge contracts	—	2,508	—	2,508
Non-designated foreign currency hedge contracts	—	110	—	110
Designated interest rate swaps	—	2,543	—	2,543
	<u>\$ 119,912</u>	<u>\$ 5,161</u>	<u>\$ —</u>	<u>\$ 125,073</u>
Liabilities				
Designated foreign currency hedge contracts	\$ —	\$ 17	\$ —	\$ 17
Non-designated foreign currency hedge contracts	—	12	—	12
	<u>\$ —</u>	<u>\$ 29</u>	<u>\$ —</u>	<u>\$ 29</u>
As of April 1, 2023				
	Level 1	Level 2	Level 3	Total
Assets				
Money market funds	\$ 132,341	\$ —	\$ —	\$ 132,341
Designated foreign currency hedge contracts	—	1,401	—	1,401
Non-designated foreign currency hedge contracts	—	302	—	302
Designated interest rate swaps	—	1,110	—	1,110
	<u>\$ 132,341</u>	<u>\$ 2,813</u>	<u>\$ —</u>	<u>\$ 135,154</u>
Liabilities				
Designated foreign currency hedge contracts	\$ —	\$ 24	\$ —	\$ 24
Non-designated foreign currency hedge contracts	—	58	—	58
Designated interest rate swaps	—	1,807	—	1,807
Contingent consideration	—	—	863	863
	<u>\$ —</u>	<u>\$ 1,889</u>	<u>\$ 863</u>	<u>\$ 2,752</u>

Foreign currency hedge contracts - The fair value of foreign currency hedge contracts was measured using significant other observable inputs and valued by reference to over-the-counter quoted market prices for similar instruments. The Company does not believe that the fair value of these derivative instruments differs significantly from the amount that could be realized upon settlement or maturity, or that the changes in fair value will have a significant effect on its results of operations, financial condition or cash flows.

Interest rate swaps - The fair values of interest rate swaps are measured using the present value of expected future cash flows using market-based observable inputs, including credit risk and interest rate yield curves. The Company does not believe that the fair values of these derivative instruments differ significantly from the amounts that could be realized upon settlement or maturity, or that the changes in fair value will have a significant effect on its results of operations, financial condition or cash flows.

Contingent consideration - The fair value of contingent consideration liabilities is based on significant unobservable inputs, including management estimates and assumptions, and is measured based on the probability-weighted present value of the payments expected to be made. Accordingly, the fair value of contingent consideration has been classified as level 3 within the fair value hierarchy.

Other Fair Value Disclosures

The Term Loan, which is carried at amortized cost, accounts receivable and accounts payable approximate fair value. The fair value of the 2026 Notes as of July 1, 2023 was \$428.4 million, which was determined by using the market price on the last trading day of the reporting period.

13. COMMITMENTS AND CONTINGENCIES

The Company is a party to various legal proceedings and claims arising out of the ordinary course of its business. The Company believes that, except for those matters described below, there are no other proceedings or claims pending against it the ultimate resolution of which could have a material adverse effect on its financial condition or results of operations. At each reporting period, management evaluates whether or not a potential loss amount or a potential range of loss is probable and reasonably estimable under ASC 450, *Contingencies*, for all matters. Legal costs are expensed as incurred.

During the third quarter of fiscal 2021, the Company received a subpoena from the U.S. Attorney's Office for the District of Massachusetts. The subpoena requested certain documents regarding the Company's apheresis and autotransfusion devices and disposables, including documents relating to product complaints and adverse event reporting, regulatory clearances and product design changes, among other matters. The Company has fully cooperated with this inquiry. On August 16, 2022, the U.S. Department of Justice ("DOJ") filed a motion on behalf of the United States and 31 states reflecting their decision to not intervene in the underlying *qui tam* action captioned *United States ex rel. Berthelot et al. v. Haemonetics Corp.*, 1:20-cv-11062-ADB, pending in the U.S. District Court for the District of Massachusetts, indicating that the DOJ had completed its investigative activity based on then available information. The *qui tam* case was unsealed by order dated August 18, 2022. During the first quarter of fiscal 2024, the Company recorded an additional loss contingency related to this matter, which did not have a material impact on its condensed consolidated financial statements.

In the fourth quarter of fiscal 2021, a putative class action complaint was filed against the Company in the Circuit Court of Cook County, Illinois by Mary Crumpton, on behalf of herself and similarly situated individuals. See *Mary Crumpton v. Haemonetics Corporation*, Case No. 1:21-cv-1402. In her complaint, the plaintiff asserts that between June 2017 and August 2018 she donated plasma at a center operated by one of the Company's customers, that the center required her to scan her finger print in a scanner that stored her finger print to identify her prior to plasma donation, and that the Company's eQue donor management software sent her biometric information to a Company-owned server to be collected and stored in a manner that violated her rights under the Illinois Biometric Information Privacy Act ("BIPA"). The plaintiff seeks statutory damages, attorneys' fees, and injunctive and equitable relief. In March 2021, the Company moved to dismiss the complaint for lack of personal jurisdiction and concurrently filed a motion to dismiss for failure to state a claim and a motion to stay. In March 2022, the court denied the Company's motion to dismiss for lack of personal jurisdiction but did not address the merits of the Company's other positions. In March 2023, the Company filed a second motion to dismiss the complaint, which is pending before the court. The Company believes it has valid and meritorious defenses to the complaint. During the first quarter of fiscal 2024, the Company recorded an additional loss contingency related to this matter, which did not have a material impact on its condensed consolidated financial statements.

14. ACCUMULATED OTHER COMPREHENSIVE LOSS

The components of Accumulated Other Comprehensive Loss are as follows:

<i>(In thousands)</i>	Foreign Currency	Defined Benefit Plans	Net Unrealized Gain/(Loss) on Derivatives	Total
Balance as of April 1, 2023	\$ (33,935)	\$ 4,075	\$ (521)	\$ (30,381)
Other comprehensive income (loss) before reclassifications ⁽¹⁾	(2,801)	—	4,223	1,422
Amounts reclassified from accumulated other comprehensive income ⁽¹⁾	—	—	(559)	(559)
Net current period other comprehensive income (loss)	(2,801)	—	3,664	863
Balance as of July 1, 2023	\$ (36,736)	\$ 4,075	\$ 3,143	\$ (29,518)

⁽¹⁾ Presented net of income taxes, the amounts of which are insignificant.

15. SEGMENT AND ENTERPRISE-WIDE INFORMATION

The Company determines its reportable segments by first identifying its operating segments, and then by assessing whether any components of these segments constitute a business for which discrete financial information is available and where segment management regularly reviews the operating results of that component. The Company's reporting structure aligns with its operating structure of three global business units and the information that is regularly reviewed by the Company's chief operating decision maker.

The Company's reportable and operating segments are as follows:

- Plasma
- Blood Center
- Hospital

Management measures and evaluates the operating segments based on operating income. Management excludes certain corporate expenses from segment operating income. In addition, certain amounts that management considers to be non-recurring or non-operational are excluded from segment operating income because management evaluates the operating results of the segments excluding such items. These items include integration and transaction costs, amortization of acquired intangible assets, restructuring costs, restructuring related costs, digital transformation costs related to the upgrade of our enterprise resource planning system, impairments, accelerated device depreciation and related costs, costs related to compliance with the European Union Medical Device Regulation ("MDR") and In Vitro Diagnostic Regulation ("IVDR") and unusual or infrequent and material litigation-related charges. Although these amounts are excluded from segment operating income, as applicable, they are included in the reconciliations that follow. Management measures and evaluates the Company's net revenues and operating income using internally derived standard currency exchange rates that remain constant from year to year; therefore, segment information is presented on this basis.

Selected information by reportable segment is presented below:

<i>(In thousands)</i>	Three Months Ended	
	July 1, 2023	July 2, 2022
Net revenues		
Plasma	\$ 138,482	\$ 103,042
Blood Center	67,306	66,573
Hospital	99,536	89,184
Net revenues by business unit	305,324	258,799
Service ⁽¹⁾	5,764	5,137
Effect of exchange rates	244	(2,478)
Net revenues	\$ 311,332	\$ 261,458

⁽¹⁾ Reflects revenue for service, maintenance and parts

	Three Months Ended	
	July 1, 2023	July 2, 2022
<i>(In thousands)</i>		
Segment operating income		
Plasma	\$ 75,698	\$ 55,126
Blood Center	26,283	30,377
Hospital	40,943	34,722
Segment operating income	142,924	120,225
Corporate expenses ⁽¹⁾	(75,309)	(81,584)
Effect of exchange rates	2,613	6,245
Integration and transaction costs	(1,115)	758
Amortization of acquired intangible assets	(7,473)	(8,367)
Restructuring costs	11	44
Restructuring related costs	(2,204)	(3,522)
Digital transformation costs	(3,705)	—
Impairment of assets and PCS2 related charges	141	350
MDR and IVDR costs	(1,166)	(3,186)
Litigation-related charges	(1,058)	(196)
Operating income	\$ 53,659	\$ 30,767

⁽¹⁾ Reflects shared service expenses including quality and regulatory, customer and field service, research and development, manufacturing and supply chain, as well as other corporate support functions.

Management reviews revenue based on the reportable segments noted above. Although these reportable segments are primarily product-based, they differ from the Company's product line revenues for Plasma products and services and Blood Center products and services. Specifically, the Blood Center reportable segment includes plasma products utilized for collection in blood centers primarily for transfusion purposes. Additionally, product line revenues also include service revenues which are excluded from the reportable segments.

Net revenues by business unit are as follows:

	Three Months Ended	
	July 1, 2023	July 2, 2022
<i>(In thousands)</i>		
Plasma	\$ 138,610	\$ 102,381
Whole Blood	20,040	19,595
Apheresis	47,300	46,099
Blood Center	67,340	65,694
Hemostasis Management	37,820	33,497
Vascular Closure	37,620	29,568
Other ⁽¹⁾	24,168	25,429
Hospital	99,608	88,494
Net business unit revenues	305,558	256,569
Service	5,774	4,889
Net revenues	\$ 311,332	\$ 261,458

⁽¹⁾ Other includes the Cell Salvage and Transfusion Management product lines of the Hospital business unit.

Net revenues generated in the Company's principle operating regions on a reported basis are as follows:

<i>(In thousands)</i>	Three Months Ended	
	July 1, 2023	July 2, 2022
United States	\$ 237,073	\$ 181,996
Japan	11,773	13,878
Europe	39,387	40,457
Rest of Asia	22,040	24,424
Other	1,059	703
Net revenues	\$ 311,332	\$ 261,458

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

This Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”) should be read in conjunction with both our interim condensed consolidated financial statements and notes thereto which appear elsewhere in this Quarterly Report on Form 10-Q and our annual consolidated financial statements, notes thereto and the MD&A contained in our Annual Report on Form 10-K for the fiscal year ended April 1, 2023. The following discussion may contain forward-looking statements and should be read in conjunction with the “Cautionary Statement Regarding Forward-Looking Information” in this discussion.

Introduction

Haemonetics Corporation is a global healthcare company dedicated to providing a suite of innovative medical products and solutions for customers to help them improve patient care and reduce the cost of healthcare. Our technology addresses important medical markets: blood and plasma component collection, the surgical suite and hospital transfusion services. When used in this report, the terms “we,” “us,” “our,” “Haemonetics” and the “Company” mean Haemonetics Corporation.

We view our operations and manage our business in three principal reporting segments: Plasma, Blood Center and Hospital. For that purpose, “Plasma” includes plasma collection devices and disposables, plasma donor management software and anticoagulant and saline sold to plasma customers. “Blood Center” includes blood collection and processing devices and disposables for red cells, platelets and whole blood. “Hospital”, which is comprised of Hemostasis Management, Vascular Closure, Cell Salvage and Transfusion Management products, includes devices and methodologies for measuring coagulation characteristics of blood, vascular closure devices, specialized blood cell processing systems and disposables, surgical blood salvage systems and blood transfusion management software.

We believe that Plasma and Hospital have growth potential, while Blood Center competes in challenging markets that require us to manage the business differently, including reducing costs, shrinking the scope of the current product line, and evaluating opportunities to exit unfavorable customer contracts.

Financial Summary

	Three Months Ended		
	July 1, 2023	July 2, 2022	% Increase/ (Decrease)
<i>(In thousands, except per share data)</i>			
Net revenues	\$ 311,332	\$ 261,458	19.1 %
Gross profit	\$ 167,265	\$ 142,263	17.6 %
<i>% of net revenues</i>	53.7 %	54.4 %	
Operating expenses	\$ 113,606	\$ 111,496	1.9 %
Operating income	\$ 53,659	\$ 30,767	74.4 %
<i>% of net revenues</i>	17.2 %	11.8 %	
Interest and other expense, net	\$ (2,069)	\$ (5,273)	(60.8)%
Income before provision for income taxes	\$ 51,590	\$ 25,494	102.4 %
Provision for income taxes	\$ 10,548	\$ 5,617	87.8 %
<i>% of pre-tax income</i>	20.4 %	22.0 %	
Net income	\$ 41,042	\$ 19,877	106.5 %
<i>% of net revenues</i>	13.2 %	7.6 %	
Net income per share - basic	\$ 0.81	\$ 0.39	107.7 %
Net income per share - diluted	\$ 0.80	\$ 0.38	110.5 %

Net revenues increased 19.1% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023. Without the effects of foreign exchange, net revenues increased 20.5% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023. Revenue increases in our Plasma and Hospital businesses, primarily related to volume and price benefits, drove the overall increase in revenue during the three months ended July 1, 2023.

Operating income increased 74.4% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023, primarily due to increased revenues in Plasma and Hospital, partially offset by continuous growth investments, the impact of foreign exchange, digital transformation costs related to the upgrade of our enterprise resource planning system and increased depreciation expense.

Management’s Use of Non-GAAP Measures

Management uses non-GAAP financial measures, in addition to financial measures in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”), to monitor the financial performance of the business, make informed business decisions, establish budgets and forecast future results. These non-GAAP financial measures should be considered supplemental to, and not a substitute for, our reported financial results prepared in accordance with U.S. GAAP. Constant currency growth, a non-GAAP financial measure, measures the change in revenue between the current and prior year periods using a constant currency conversion rate. We have provided this non-GAAP financial measure because we believe it provides meaningful information regarding our results on a consistent and comparable basis for the periods presented.

RESULTS OF OPERATIONS

Net Revenues by Geography

(In thousands)	Three Months Ended				
	July 1, 2023	July 2, 2022	Reported growth	Currency impact	Constant currency growth ⁽¹⁾
United States	\$ 237,073	\$ 181,996	30.3 %	— %	30.3 %
International	74,259	79,462	(6.5)%	(3.8)%	(2.7)%
Net revenues	<u>\$ 311,332</u>	<u>\$ 261,458</u>	19.1 %	(1.4)%	20.5 %

⁽¹⁾ Constant currency growth, a non-GAAP financial measure, measures the change in revenue between the current and prior year periods using a constant currency. See “Management’s Use of Non-GAAP Measures.”

Our principal operations are in the United States, Europe, Japan and other parts of Asia. Our products are marketed in approximately 90 countries around the world through a combination of our direct sales force and independent distributors and agents. During the three months ended July 1, 2023 our revenue generated outside the U.S. was 23.9% of total net revenues as compared with 30.4% during the three months ended July 2, 2022. International sales are generally conducted in local currencies, primarily Japanese Yen, Euro and Chinese Yuan. Our results of operations are impacted by changes in foreign exchange rates, particularly in the value of the Yen and Euro relative to the U.S. Dollar. We have placed foreign currency hedges on certain foreign currencies to mitigate our exposure to foreign currency fluctuations.

Please see the section entitled “Foreign Exchange” in this discussion for a more complete explanation of how foreign currency affects our business and our strategy for managing this exposure.

Net Revenues by Business Unit

(In thousands)	Three Months Ended				
	July 1, 2023	July 2, 2022	Reported growth	Currency impact	Constant currency growth ⁽¹⁾
Plasma	\$ 138,610	\$ 102,381	35.4 %	(0.1)%	35.5 %
Whole Blood	20,040	19,595	2.3 %	(1.6) %	3.9 %
Apheresis	47,300	46,099	2.6 %	(4.1) %	6.7 %
Blood Center	67,340	65,694	2.5 %	(3.3)%	5.8 %
Hemostasis Management	37,820	33,497	12.9 %	(1.6) %	14.5 %
Vascular Closure	37,620	29,568	27.2 %	— %	27.2 %
Other ⁽²⁾	24,168	25,429	(5.0) %	(2.0) %	(3.0) %
Hospital	99,608	88,494	12.6 %	(1.2)%	13.8 %
Net business unit revenues	305,558	256,569	19.1 %	(1.5)%	20.6 %
Service	5,774	4,889	18.1 %	(1.2) %	19.3 %
Net revenues	\$ 311,332	\$ 261,458	19.1 %	(1.4)%	20.5 %

⁽¹⁾ Constant currency growth, a non-GAAP financial measure, measures the change in revenue between the current and prior year periods using a constant currency. See “Management’s Use of Non-GAAP Measures.”

⁽²⁾ Other includes the Cell Salvage and Transfusion Management product lines of the Hospital business unit.

Plasma

Plasma revenue increased 35.4% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023. Without the effects of foreign exchange, Plasma revenue increased 35.5% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023. The increase during the three months ended July 1, 2023 was primarily driven by volume and price.

During the third quarter of fiscal 2023, we amended our supply agreement with CSL, which was scheduled to expire in December 2023, to extend the term through December 2025. CSL has a minimum purchase commitment under the non-exclusive supply agreement that slightly exceeds \$100.0 million in fiscal 2024, and we expect that CSL will continue to provide a meaningful contribution to our Plasma business revenue in fiscal 2025.

Blood Center

Blood Center revenue increased 2.5% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023. Without the effects of foreign exchange, Blood Center revenue increased 5.8% during the three months ended July 1, 2023 as compared with the same periods of fiscal 2023. The increase was primarily due to an increase in our apheresis business.

Hospital

Hospital revenue increased 12.6% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023. Without the effects of foreign exchange, Hospital revenue increased 13.8% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023. The increase during the three months ended July 1, 2023 was primarily attributable to increased Vascular Closure and Hemostasis Management revenue.

Gross Profit

(In thousands)	Three Months Ended		
	July 1, 2023	July 2, 2022	% Increase
Gross profit	\$ 167,265	\$ 142,263	17.6 %
% of net revenues	53.7 %	54.4 %	

Gross profit increased 17.6% for the three months ended July 1, 2023 as compared with the same period of fiscal 2023. Without the effects of foreign exchange, gross profit increased 21.8% during the three months ended July 1, 2023 as compared with the

same period of fiscal 2023. The increase during the three months ended July 1, 2023 was primarily driven by geographic and product mix, volume and price, partially offset by inventory reserves, investments in operations and increased depreciation expense.

Operating Expenses

<i>(In thousands)</i>	Three Months Ended		
	July 1, 2023	July 2, 2022	% Increase/ (Decrease)
Research and development	\$ 12,648	\$ 10,902	16.0 %
<i>% of net revenues</i>	4.1 %	4.2 %	
Selling, general and administrative	\$ 93,485	\$ 92,227	1.4 %
<i>% of net revenues</i>	30.0 %	35.3 %	
Amortization of acquired intangible assets	\$ 7,473	\$ 8,367	(10.7)%
<i>% of net revenues</i>	2.4 %	3.2 %	
Total operating expenses	\$ 113,606	\$ 111,496	1.9 %
<i>% of net revenues</i>	36.5 %	42.6 %	

Research and Development

Research and development expenses increased 16.0% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023. Without the effects of foreign exchange, research and development expenses increased 15.7% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023. This increase was due to increased investments into product innovation across our product portfolio.

Selling, General and Administrative

Selling, general and administrative expenses increased 1.4% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023. Without the effects of foreign exchange, selling, general, and administrative expenses increased 1.8% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023. The increase during the three months ended July 1, 2023 was primarily driven by higher investments in sales and marketing and costs associated with the upgrade of our enterprise resource planning system.

Amortization of Acquired Intangible Assets

We recognized amortization expense related to our acquired intangible assets of \$7.5 million and \$8.4 million during the three months ended July 1, 2023 and July 2, 2022, respectively. The decrease is primarily the result of intangible assets that became fully amortized during fiscal 2023.

Interest and Other Expense, Net

Interest and other expenses decreased 60.8% during the three months ended July 1, 2023 as compared with the same period of fiscal 2023. The decrease was primarily driven by increased interest income on investments due to higher interest rates and foreign currency impact due to market and rate volatility, partially offset by higher interest incurred on our term loan.

Income Taxes

We conduct business globally and report our results of operations in a number of foreign jurisdictions in addition to the United States. Our reported tax rate is impacted by the jurisdictional mix of earnings in any given period as the foreign jurisdictions in which we operate have tax rates that differ from the U.S. statutory tax rate.

For the three months ended July 1, 2023, we recorded income tax expense of \$10.5 million, representing an effective tax rate of 20.4%. The effective tax rate for the three months ended July 1, 2023 includes \$1.2 million of discrete tax benefit primarily related to stock compensation windfalls.

For the three months ended July 2, 2022, we recorded income tax expense of \$5.6 million, representing an effective tax rate of 22.0%. The effective tax rate for the three months ended July 2, 2022 includes \$0.6 million discrete tax expense relating to stock compensation shortfalls.

Liquidity and Capital Resources

The following table contains certain key performance indicators we believe depict our liquidity and cash flow position:

<i>(Dollars in thousands)</i>	July 1, 2023	April 1, 2023
Cash and cash equivalents	\$ 285,719	\$ 284,466
Working capital	\$ 564,668	\$ 517,906
Current ratio	3.4	3.1
Net debt position ⁽¹⁾	\$ (479,234)	\$ (481,420)
Days sales outstanding (DSO)	51	53
Inventory turnover	1.8	1.8

⁽¹⁾ Net debt position is the sum of cash and cash equivalents less total debt.

Our primary sources of liquidity are cash and cash equivalents, internally generated cash flow from operations and our revolving credit facility. We believe these sources are sufficient to fund our cash requirements over at least the next twelve months. Our expected cash outlays relate primarily to acquisitions, investments, capital expenditures, including enhancements to our North American manufacturing facilities, share repurchases and cash principal and interest payments under our revised credit agreement.

The Company has \$500.0 million aggregate principal amount of 0% convertible senior notes due in 2026, or the 2026 Notes. The 2026 Notes are governed by the terms of the Indenture between the Company and U.S. Bank National Association, as trustee. The total net proceeds from the sale of the 2026 Notes, after deducting the initial purchasers' discounts and debt issuance costs, were approximately \$486.7 million. The 2026 Notes will mature on March 1, 2026, unless earlier converted, redeemed or repurchased. The 2026 Notes have an effective interest rate of 0.5% as of July 1, 2023.

As of July 1, 2023, we had \$285.7 million in cash and cash equivalents, the majority of which is held in the U.S. or in countries from which it can be repatriated to the U.S. On July 26, 2022, we entered into an amended and restated credit agreement with certain lenders to refinance our prior credit agreement entered into on June 15, 2018, which consisted of a \$350.0 million term loan and a \$350.0 million revolving loan (together, as amended from time to time, the "2018 Credit Facilities"), and extend the maturity date through June 2025. Our Revised Credit Facilities include a \$280.0 million senior unsecured term loan, the proceeds of which have been used to retire the balance of the term loan under the 2018 Credit Facilities, and a \$420.0 million senior unsecured revolving credit facility. Loans under the Revised Credit Facilities bear interest at an annual rate equal to the Adjusted Term SOFR Rate (as specified in the amended and restated credit agreement), which is subject to a floor of 0%, plus an applicable rate ranging from 1.125% to 1.750% based on the Company's consolidated net leverage ratio (as specified in the amended and restated credit agreement) at the applicable measurement date. Adjusted Term SOFR Rate loans are also subject to a credit spread adjustment of 0.10% per annum. The revolving credit facility carries an unused fee that ranges from 0.125% to 0.250% annually based on the Company's consolidated net leverage ratio at the applicable measurement date. Under the Revised Credit Facilities, the Company is required to maintain certain leverage and interest coverage ratios specified in the amended and restated credit agreement as well as other customary non-financial affirmative and negative covenants. The Revised Credit Facilities mature on June 15, 2025. The principal amount of the term loan under the Revised Credit Facilities is repayable quarterly through the maturity date at a rate of 2.5% for the first year and 5% thereafter, with the unpaid balance due at maturity.

As of July 1, 2023, \$273.0 million was outstanding under the term loan with an effective interest rate of 6.6%. There were no borrowings outstanding on the revolving loan. We also had \$19.6 million of uncommitted operating lines of credit to fund our global operations under which there were no outstanding borrowings as of July 1, 2023. Additionally, the Company was in compliance with the leverage and interest coverage ratios specified in the credit agreement as well as all other bank covenants as of July 1, 2023.

The Company has scheduled principal payments of \$10.5 million required during the remainder of fiscal 2024.

During fiscal 2022, our Board of Directors approved a revised Operational Excellence Program. We estimate that we will incur aggregate charges between \$95 million and \$105 million in connection with the Operational Excellence Program. These charges, the majority of which will result in cash outlays, including severance and other employee costs, will be incurred as the specific actions required to execute these initiatives are identified and approved and are expected to be substantially completed by the end of fiscal 2025. During the three months ended July 1, 2023, we incurred \$2.2 million of restructuring and restructuring related costs under this program.

Cash Flows

<i>(In thousands)</i>	Three Months Ended	
	July 1, 2023	July 2, 2022
Net cash provided by (used in):		
Operating activities	\$ 19,086	\$ 41,993
Investing activities	(15,261)	(58,214)
Financing activities	(598)	(23,395)
Effect of exchange rate changes on cash and cash equivalents ⁽¹⁾	(1,974)	(4,932)
Net change in cash and cash equivalents	\$ 1,253	\$ (44,548)

⁽¹⁾ The balance sheet is affected by spot exchange rates used to translate local currency amounts into U.S. Dollars. In accordance with U.S. GAAP, we have eliminated the effect of foreign currency throughout our cash flow statement, except for its effect on our cash and cash equivalents.

Net cash provided by operating activities decreased by \$22.9 million during the three months ended July 1, 2023, as compared with the three months ended July 2, 2022. The decrease in cash provided by operating activities was primarily the result of an increase in inventory, partially offset by an increase in net income.

Net cash used in investing activities decreased by \$43.0 million during the three months ended July 1, 2023, as compared with the three months ended July 2, 2022. The decrease in cash used in investing activities was primarily the result of lower capital expenditures driven by NexSys PCS device placements that occurred during fiscal 2023 and decreased other investments compared to the first quarter of fiscal 2023.

Net cash used in financing activities decreased by \$22.8 million during the three months ended July 1, 2023, as compared with the three months ended July 2, 2022, primarily due to lower contingent consideration payments in the first quarter of fiscal 2024.

Concentration of Credit Risk

Concentrations of credit risk with respect to trade accounts receivable are generally limited due to our large number of customers and their diversity across many geographic areas. Certain markets and industries, however, can expose us to concentrations of credit risk. For example, in the Plasma business unit, sales are concentrated with several large customers. As a result, accounts receivable extended to any one of these biopharmaceutical customers can be significant at any point in time. In addition, a portion of our trade accounts receivable outside the U.S. include sales to government-owned or supported healthcare systems in several countries, which are subject to payment delays and local economic conditions. Payment is dependent upon the financial stability and creditworthiness of those countries' national economies.

We have not incurred significant losses on trade accounts or other receivables. We continually evaluate all receivables for potential collection risks associated with the availability of government funding and reimbursement practices. If the financial condition of customers or the countries' healthcare systems deteriorate such that their ability to make payments is uncertain, allowances may be required in future periods.

Inflation

We continue to monitor inflationary pressures generally and raw materials indices that may affect our procurement and production costs. Increases in the price of petroleum derivatives could result in corresponding increases in our costs to procure plastic raw materials. Historically, we have been able to limit the impact of the effects of inflation by improving our manufacturing and purchasing efficiencies, by increasing employee productivity and by adjusting the selling prices of products, but we may not be able to fully mitigate these increases in our operational costs in the future.

Foreign Exchange

During the three months ended July 1, 2023, 23.9% of our sales were generated outside the U.S., generally in foreign currencies, yet our reporting currency is the U.S. Dollar. We also incur certain manufacturing, marketing and selling costs in international markets in local currency. Our primary foreign currency exposures relate to sales denominated in Japanese Yen, Euro and Chinese Yuan. We also have foreign currency exposure related to manufacturing and other operational costs denominated in Swiss Francs, Canadian Dollars, Mexican Pesos and Malaysian Ringgit. The Yen, Euro and Yuan sales exposure is partially mitigated by costs and expenses for foreign operations and sourcing products denominated in foreign currencies.

Since our foreign currency denominated Yen, Euro and Yuan sales exceed the foreign currency denominated costs, whenever the U.S. Dollar strengthens relative to the Yen, Euro or Yuan, there is an adverse effect on our results of operations and, conversely, whenever the U.S. Dollar weakens relative to the Yen, Euro or Yuan, there is a positive effect on our results of operations. For Swiss Francs, Canadian Dollars Mexican Pesos and Malaysian Ringgit our primary cash flows relate to product costs or costs and expenses of local operations. Whenever the U.S. Dollar strengthens relative to these foreign currencies, there is a positive effect on our results of operations. Conversely, whenever the U.S. Dollar weakens relative to these currencies, there is an adverse effect on our results of operations.

We have a program in place that is designed to mitigate our exposure to changes in foreign currency exchange rates. That program includes the use of derivative financial instruments to minimize, for a period of time, the unforeseen impact on our financial results from changes in foreign exchange rates. We utilize forward foreign currency contracts to hedge the anticipated cash flows from transactions denominated in foreign currencies, primarily Japanese Yen and Euro, and to a lesser extent Swiss Franc and Mexican Peso. This does not eliminate the volatility of foreign exchange rates, but because we generally enter into forward contracts one year out, rates are fixed for a one-year period, thereby facilitating financial planning and resource allocation. These contracts are designated as cash flow hedges. The final impact of currency fluctuations on the results of operations is dependent on the local currency amounts hedged and the actual local currency results.

Recent Accounting Pronouncements

There are currently no recent accounting pronouncements that we expect to have a material impact on our financial position and results of operations.

Cautionary Statement Regarding Forward-Looking Information

Certain statements that we make from time to time, including statements contained in this Quarterly Report on Form 10-Q and incorporated by reference into this report, constitute “forward looking-statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements do not relate strictly to historical or current facts and reflect management’s assumptions, views, plans, objectives and projections about the future. Forward-looking statements may be identified by the use of words such as “may,” “will,” “should,” “could,” “would,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “projects,” “predicts,” “foresees,” “potential” and other words of similar meaning in conjunction with, among other things: discussions of future operations; expected operating results and financial performance; the Company’s strategy for growth; product development, commercialization and anticipated performance and benefits; regulatory approvals; impacts of acquisitions or dispositions; and market position and expenditures.

Because forward-looking statements are based on current beliefs, expectations and assumptions regarding future events, they are subject to uncertainties, risks and changes that are difficult to predict and many of which are outside of the Company’s control. Investors should realize that if underlying assumptions prove inaccurate, or known or unknown risks or uncertainties materialize, the Company’s actual results and financial condition could vary materially from expectations and projections expressed or implied in its forward-looking statements. Investors are therefore cautioned not to rely on these forward-looking statements.

The following are some important factors that could cause our actual results to differ from our expectations in any forward-looking statements. For further discussion of these and other factors, see Item 1A. Risk Factors in our most recent Annual Report on Form 10-K.

- Our ability to achieve our long-term strategic and financial-improvement goals;
- Demand for and market acceptance risks for new and existing products, including material reductions in purchasing from or loss of a significant customer;

- Our ability to develop, manufacture and market new products and technologies successfully and in a timely manner and the ability of our competitors and other third parties to develop products or technologies that render our products or technologies noncompetitive or obsolete;
- Product quality or safety concerns, leading to product recalls, withdrawals, regulatory action by the FDA (or similar non-U.S. regulatory agencies), reputational damage, declining sales or litigation;
- Security breaches of our information technology systems or our products, which could impair our ability to conduct business or compromise sensitive information of the Company or its customers, suppliers and other business partners, or of customers' patients;
- Pricing pressures resulting from trends toward healthcare cost containment, including the continued consolidation among healthcare providers and other market participants;
- The continuity, availability and pricing of plastic and other raw materials, finished goods and components used in the manufacturing of our products (including those purchased from sole-source suppliers) and the related continuity of our manufacturing, sterilization, supply and distribution;
- Our ability to obtain the anticipated benefits of restructuring programs that we have or may undertake, including the Operational Excellence Program;
- The potential that the expected strategic benefits and opportunities from completed or planned acquisitions, divestitures or other strategic investments by the Company may not be realized or may take longer to realize than expected;
- The impact of enhanced requirements to obtain regulatory approval in the U.S. and around the world and the associated timing and cost of product approval;
- Our ability to comply with established and developing U.S. and foreign legal and regulatory requirements, including the U.S. Foreign Corrupt Practices Act, European Union Medical Device Regulation and In Vitro Diagnostic Regulation and similar laws in other jurisdictions, as well as U.S. and foreign export and import restrictions and tariffs;
- Our ability to meet our debt obligations and raise additional capital when desired on terms reasonably acceptable to us;
- The potential impact of our convertible senior notes and related capped call transactions;
- Geopolitical and economic conditions in China, Russia and other foreign jurisdictions where we do business;
- Our ability to execute and realize anticipated benefits from our investments in emerging economies;
- The potential effect of foreign currency fluctuations and interest rate fluctuations on our net sales, expenses and resulting margins;
- The impact of changes in U.S. and international tax laws;
- Our ability to protect intellectual property and the outcome of patent litigation;
- Costs and risks associated with product liability and other litigation claims we may be subject to now or in the future;
- The impact of actual or threatened public health emergencies;
- Our ability to retain and attract key personnel;
- Market conditions impacting our stock price and/or our share repurchase program, and the possibility that such share repurchase program may be delayed, suspended or discontinued; and
- Our ability to achieve against our corporate responsibility initiatives and meet evolving stakeholder expectations concerning corporate responsibility matters.

Investors should understand that it is not possible to predict or identify all such factors and should not consider the risks described above and in Item 1A. Risk Factors in our Annual Report on Form 10-K to be a complete statement of all potential risks and uncertainties. The Company does not undertake to publicly update any forward-looking statement that may be made from time to time, whether as a result of new information or future events or developments.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our exposures relative to market risk are due to foreign exchange risk and interest rate risk.

Foreign Exchange Risk

See the section above entitled Foreign Exchange for a discussion of how foreign currency affects our business. It is our policy to minimize, for a period of time, the unforeseen impact on our financial results of fluctuations in foreign exchange rates by using derivative financial instruments known as forward contracts to hedge anticipated cash flows from forecasted foreign currency denominated sales and costs. We do not use the financial instruments for speculative or trading activities.

We estimate the change in the fair value of all forward contracts assuming both a 10% strengthening and weakening of the U.S. Dollar relative to all other major currencies. As of July 1, 2023, in the event of a 10% strengthening of the U.S. Dollar, the change in fair value of all forward contracts would result in a \$3.4 million increase in the fair value of the forward contracts, whereas a 10% weakening of the U.S. Dollar would result in a \$3.7 million decrease in the fair value of the forward contracts.

Interest Rate Risk

Our exposure to changes in interest rates is associated with borrowings under our credit facilities, all of which is variable rate debt. Total outstanding debt under our Revised Credit Facilities as of July 1, 2023 was \$273.0 million with an effective interest rate of 6.6% based on prevailing Term SOFR rates. An increase of 100 basis points in Term SOFR rates would result in additional annual interest expense of \$0.5 million. As of July 1, 2023, the notional amount on our two active interest rate swap agreements to effectively convert borrowings under our Credit Facilities from a variable rate to a fixed rate were \$219.1 million. These interest rate swaps are intended to mitigate the exposure to fluctuations in interest rates and qualify for hedge accounting treatment as cash flow hedges.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We conducted an evaluation, as of July 1, 2023, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer (our principal executive officer and principal financial officer, respectively) regarding the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rule 13a-15 under the Securities Exchange Act of 1934. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of July 1, 2023.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the three months ended July 1, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

Information with respect to this Item may be found in Note 13, *Commitments and Contingencies* to the Unaudited Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

Item 1A. Risk Factors

There are no material changes from the Risk Factors previously disclosed in our Annual Report on Form 10-K for the fiscal year ended April 1, 2023.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

During the three months ended July 1, 2023, certain of our directors and officers (as defined under Rule 16a-1(f) under the Securities Exchange Act of 1934) adopted or terminated trading arrangements for the sale of shares of our common stock as follows:

Name and Title	Action	Date	Trading Arrangement		Number of Shares to be Sold ⁽¹⁾	Expiration Date ⁽²⁾
			Rule 10b5-1*	Non-Rule 10b5-1**		
Charles Dockendorff, Director	Adoption	5/30/2023	X		10,215	5/31/2024
Anila Lingamneni, EVP, Chief Technology Officer	Adoption	6/5/2023	X		13,984 ⁽³⁾	5/31/2024
Stewart Strong, President, Global Hospital	Adoption	6/12/2023	X		15,547 ⁽⁴⁾	7/30/2024

* Intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Securities Exchange Act of 1934.

** Not intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Securities Exchange Act of 1934.

⁽¹⁾ The number of shares of common stock sold under each trading arrangement, if any, will be net of shares withheld for applicable tax obligations upon the vesting and/or exercise of covered securities as well as payment of the exercise price upon the exercise of stock options, which amounts are not yet determinable.

⁽²⁾ Except as otherwise indicated by footnote, each trading arrangement expires upon the earlier of (a) completion of all authorized transactions thereunder and (b) the expiration date listed above.

⁽³⁾ Includes 7,070 target shares subject to a performance share unit (“PSU”) award previously granted to Ms. Lingamneni on May 18, 2021. The actual number of shares to be earned under the PSU award, and subject to sale under this trading arrangement, may range from 0% to a maximum of 200% of the target award depending upon the Company’s total shareholder return relative to the components of the S&P MidCap 400 index during a three-year performance period from May 18, 2021 to May 17, 2024.

⁽⁴⁾ Includes 6,628 and 4,040 target shares subject to PSU awards previously granted to Mr. Strong on May 18, 2021 and July 13, 2021, respectively. The actual number of shares to be earned under each PSU award, and subject to sale under this trading arrangement, may range from 0% to a maximum of 200% of the target award depending upon the Company’s total shareholder return relative to the components of the S&P MidCap 400 index during three-year performance periods from May 18, 2021 to May 17, 2024 and from July 13, 2021 to July 12, 2024, respectively.

Item 6. Exhibits

- [3.1](#) Restated Articles of Organization of the Company, reflecting Articles of Amendment dated August 23, 1993, August 21, 2006, July 26, 2018 and July 25, 2019 (filed as Exhibit 3.1 to the Company's Form 8-K dated July 29, 2019 and incorporated herein by reference).
- [3.2](#) By-Laws of the Company, as amended through June 29, 2020 (filed as Exhibit 3.1 to the Company's Form 8-K dated June 30, 2020 and incorporated herein by reference).
- [10.1](#)* Haemonetics Corporation Worldwide Employee Bonus Plan (as amended and restated effective May 13, 2023) (1)
- [10.2](#)* Form of Restricted Stock Unit Award Agreement with Employees under 2019 Long-Term Incentive Compensation Plan (adopted fiscal 2024) (1)
- [10.3](#)* Form of Nonqualified Stock Option Award Agreement under 2019 Long-Term Incentive Compensation Plan (adopted fiscal 2024). (1)
- [10.4](#)* Form of Performance Share Unit Award Agreement under 2019 Long-Term Incentive Compensation Plan (adopted fiscal 2024). (1)
- [31.1](#)* Certification pursuant to Section 302 of Sarbanes-Oxley Act of 2002, of Christopher A. Simon, President and Chief Executive Officer of the Company.
- [31.2](#)* Certification pursuant to Section 302 of Sarbanes-Oxley of 2002, of James C. D'Arecca, Executive Vice President, Chief Financial Officer of the Company.
- [32.1](#)** Certification Pursuant to 18 United States Code Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, of Christopher A. Simon, President and Chief Executive Officer of the Company.
- [32.2](#)** Certification Pursuant to 18 United States Code Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, of James C. D'Arecca, Executive Vice President, Chief Financial Officer of the Company.
- 101* The following materials from Haemonetics Corporation on Form 10-Q for the quarter ended July 2, 2022 formatted in inline Extensible Business Reporting Language (XBRL) includes: (i) Condensed Consolidated Statements of Income and Comprehensive Income, (ii) Condensed Consolidated Balance Sheets, (iii) Condensed Consolidated Statement of Stockholders' Equity, (iv) Condensed Consolidated Statements of Cash Flows, and (v) Notes to Condensed Consolidated Financial Statements.
- 104* Cover Page Interactive Data File (embedded within the Inline XBRL document and contained in Exhibit 101).
- * Document filed with this report.
- ** Document furnished with this report.
- (1) Agreement, plan, or arrangement related to the compensation of officers or directors.

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.

HAEMONETICS CORPORATION

August 8, 2023

By: /s/ Christopher A. Simon
Christopher A. Simon,
President and Chief Executive Officer
(Principal Executive Officer)

August 8, 2023

By: /s/ James C. D'Arecca
James C. D'Arecca, Executive Vice President, Chief Financial
Officer
(Principal Financial Officer)

**Haemonetics Corporation
Worldwide Employee Bonus Plan
(As Amended and Restated Effective May 13, 2023)**

1. Background and Purpose.

1.1 Purpose. The purpose of the Haemonetics Corporation Worldwide Employee Bonus Plan (the “**Plan**”) is to provide incentive compensation to those eligible employees with significant responsibility for the growth, profitability and success of the Company’s business goals. The Plan is designed (i) to promote the attainment of the Company’s significant business objectives; (ii) to encourage and reward Participants’ teamwork across the entire Company; and (iii) to assist in the attraction and retention of employees vital to the Company’s long-term success.

1.2 Effective Date. The Plan, as amended and restated, is effective as of May 13, 2023 (the “**Effective Date**”), and shall remain in effect until it has been terminated pursuant to Section 8.6.

2. Definitions. The following terms shall have the following meanings:

2.1 “**Affiliate**” means any corporation or other entity controlled by the Company.

2.2 “**Award**” means an award granted pursuant to the Plan, the payment of which shall be contingent on the attainment of Performance Goals with respect to a Performance Period, as determined by the Committee pursuant to Section 6.1.

2.3 “**Board**” means the Board of Directors of the Company, as constituted from time to time.

2.4 “**Cause**” shall have the meaning given to that term in any written employment agreement, change-of-control agreement, offer letter or severance agreement between the Company and the Participant, or if no such agreement exists or if such term is not defined therein, Cause shall mean that the Participant:

(i) has materially breached his or her employment or service contract with the Company, which breach has not been remedied by the Participant after written notice has been provided to the Participant of such breach;

(ii) has engaged in disloyalty to the Company, including, without limitation, fraud, embezzlement, theft, commission of a felony or proven dishonesty which results in economic loss, damage, or injury to the Company;

(iii) has disclosed trade secrets or confidential information of the Company to persons not entitled to receive such information;

(iv) has breached any written non-competition or non-solicitation agreement between the Participant and the Company; or

(v) has engaged in gross misconduct or a willful and material violation of the Company's policies and procedures that is injurious to the Company.

For the avoidance of doubt, the occurrence of any of the actions set forth in clauses (i) through (v) immediately above shall be determined by the Committee in good faith.

2.5 "**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time, including any regulations or authoritative guidance promulgated thereunder and successor provisions thereto.

2.6 "**Committee**" means the committee appointed by the Board to administer the Plan pursuant to Section 3.1.

2.7 "**Company**" means Haemonetics Corporation, a Massachusetts corporation, and any successor thereto.

2.8 "**Disability**" means, unless otherwise defined in an employment agreement between the Participant and the Company, a condition whereby the Participant (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or (ii) is determined to be totally disabled by the Social Security Administration, provided that each qualifies as a disability within the meaning of Code Section 409A.

2.9 "**Forfeit,**" "**Forfeiture,**" or "**Forfeited**" means the loss by a Participant of any and all rights to an award granted under the Plan, including the loss of any payment of compensation by the Company under the Plan or any Award granted thereunder.

2.10 "**Participant**" means, as to any Performance Period, the CEO and other key employees of the Company who are designated by the Committee to participate in the Plan for that Performance Period.

2.11 "**Performance Criteria**" means the performance criteria upon which the Performance Goals for a particular Performance Period are based, which may include any of the following:

(a) revenue; (b) earnings per share; (c) operating income; (d) net income (before or after taxes); (e) cash flow (including, but not limited to, operating cash flow and free cash flow); (f) gross profit; (g) growth in any of the preceding measures; (h) gross profit return on investment; (i) gross margin return on investment; (j) working capital; (k) gross margins; (l) EBIT; (m) EBITDA; (n) return on equity; (o) return on assets; (p) return on capital; (q) revenue growth; (r) total shareholder return; (s) economic value added; (t) customer satisfaction; (u) technology leadership; (v) number of new

patents; (w) employee retention; (x) market share; (y) market segment share; (z) product release schedules; (aa) new product innovation; (bb) cost reduction through advanced technology; (cc) brand recognition/acceptance; (dd) product ship targets; (ee) corporate values measures that may be objectively determined, including, without limitation, with respect to product quality, human capital management and environment, health and safety; (ff) stock value; (gg) net earnings (before or after taxes); (hh) diluted earnings per share (before or after taxes); (ii) net revenues or net revenue growth; (jj) net operating profit (before or after taxes); (kk) return on invested capital or sales; (ll) cash flow return on capital; (mm) operating margins; (nn) improvements in capital structure; (oo) budget and expense management; (pp) productivity ratios; (qq) expense targets; (rr) margins; (ss) operating efficiency; (tt) working capital targets; (uu) enterprise value; (vv) safety record; and (ww) completion of acquisitions, business expansion, product diversification, new or expanded market penetration and other non-financial operating and management performance objectives.

Such Performance Criteria may relate to the performance of the Company as a whole, a business unit, division, department, individual or any combination of these and may be applied on an absolute basis and/or relative to one or more peer group companies or indices, or any combination thereof, using GAAP or non-GAAP accounting, as the Committee shall determine.

2.12 “**Performance Goals**” means, in relation to any Performance Period, the level of performance that must be achieved with respect to one or more Performance Criteria.

2.13 “**Performance Period**” means the period for which performance is calculated, which shall be the Company’s fiscal year, or any period within the fiscal year of less than 12 months for which a Participant’s performance is being calculated, with each such period constituting a separate Performance Period.

2.14 “**Plan**” means the Haemonetics Corporation Worldwide Employee Bonus Plan, as hereafter amended from time to time.

2.15 “**Pro-rated Award**” means an amount equal to the Award otherwise payable to the Participant for a Performance Period in which the Participant was actively employed by the Company or an Affiliate for only a portion thereof, multiplied by a fraction, the numerator of which is the number of days the Participant was actively employed by the Company or an Affiliate during the Performance Period and the denominator of which is the number of days in the Performance Period or such other method as determined by the Committee.

2.16 “**Section 409A**” shall mean Section 409A of the Code and the regulations and other binding guidance promulgated thereunder.

3. Administration.

3.1 Administration by the Committee. The Plan shall be administered by the Compensation Committee of the Board of Directors or such other Committee appointed by the Board, which shall consist of not less than two non-employee members of the Board.

3.2 Authority of the Committee. Subject to the provisions of the Plan and applicable law, the Committee shall have the power, in addition to other express powers and authorizations conferred on the Committee by the Plan, to (i) designate Participants; (ii) determine the terms and conditions of any Award; (iii) determine whether, to what extent, and under what circumstances Awards may be Forfeited or suspended; (iv) interpret, administer, reconcile any inconsistency or ambiguity, correct any defect and/or supply any omission in the Plan or any instrument or agreement relating to, or Award granted under, the Plan; (v) establish, amend, suspend, or waive any rules for the administration, interpretation and application of the Plan; (vi) adopt such procedures and subplans as are necessary or appropriate to permit participation in the Plan by employees who are foreign nationals or employed outside of the United States; and (vii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

3.3 Decisions Binding. All determinations and decisions made by the Committee, the Board, and any delegate of the Committee pursuant to the provisions of the Plan shall be final, conclusive and binding on all persons, and shall be given the maximum deference permitted by law.

3.4 Delegation by the Committee. The Committee, in its sole discretion, may delegate all or part of its authority and powers under the Plan to one or more directors and/or officers of the Company. In the event of such delegation, all references to the Committee in the Plan shall be deemed references to such officers and/or directors as it relates to those aspects of the Plan that have been delegated.

3.5 Agents; Limitation of Liability. The Committee may appoint agents to assist in administering the Plan. The Committee and each member thereof shall be entitled to, in good faith, rely or act upon any report or other information furnished to it or to a member by any officer or employee of the Company, the Company's certified public accountants, consultants or any other agent assisting in the administration of the Plan. Members of the Committee and any officer or employee of the Company acting at the direction or on behalf of the Committee shall not be personally liable for any action or determination taken or made in good faith with respect to the Plan, and shall, to the extent permitted by law and provided in the Company's Articles of Organization or its By-Laws, as applicable, in each case as amended and in effect from time to time, be fully indemnified and protected by the Company with respect to any such action or determination.

4. Eligibility and Participation.

4.1 Eligibility. Only Participants are eligible to participate in the Plan.

4.2 Participation. The Committee, in its discretion, shall select the persons who shall be Participants for the Performance Period. Only eligible individuals who are designated by the Committee to participate in the Plan with respect to a particular Performance Period may participate in the Plan for that Performance Period. An individual who is designated as a Participant for a given Performance Period is not guaranteed or ensured of being selected for participation in any subsequent Performance Period.

5. Terms of Awards.

5.1 Determination of Awards. The Committee, in its sole discretion, may, from time to time, make Awards to employees eligible for participation in the Plan pursuant to which the Participant may earn cash compensation. The amount of a Participant's Award may be based on a percentage of such Participant's salary or such other method as may be established by the Committee. The Performance Goals shall be based on one or more Performance Criteria, each of which may carry a different weight, and which may differ from Participant to Participant. Each Award shall be communicated to the Participant, and shall specify, among other things, the terms and conditions of the Award and the Performance Goals to be achieved. The maximum amount that may be awarded and paid under the Plan to a Participant for any Performance Period shall not exceed \$3,000,000.

5.2 Additional Restrictions or Conditions. The Committee, in its sole discretion, may also establish such additional restrictions or conditions that must be satisfied as a condition precedent to the payment of all or a portion of any Awards. Such additional restrictions and conditions need not be performance-based and may include, among other things, the receipt by a Participant of a specified annual performance rating, the continued employment by the Participant and/or the achievement of specified performance measures by the Company, business unit or Participant. Furthermore, and notwithstanding any provision of this Plan to the contrary, the Committee, in its sole discretion, may increase or decrease the amount of any Award granted pursuant to the Plan.

5.3 Adjustments. The Committee is authorized, in its sole discretion, to determine that certain adjustments shall apply, in whole or in part, in such manner as specified by the Committee, to exclude or include the effect of events that occur during a Performance Period, including, but not limited to, any one or more of the following events:

- (a) asset write-downs;
- (b) significant litigation or claim judgments or settlements;
- (c) the effect of changes in tax laws, accounting standards or principles, or other laws or regulatory rules affecting reporting results;
- (d) any reorganization and restructuring programs;
- (e) unusual or infrequent items, including, but not limited to, such items as described in management's discussion and analysis of financial condition and results

of operations appearing in the Company's annual report to shareholders for the applicable year or period;

- (f) acquisitions or divestitures;
- (g) any other specific unusual or non-recurring events or objectively determinable category thereof;
- (h) foreign exchange gains and losses; and
- (i) a change in the Company's fiscal year.

6. Payment of Awards.

6.1 Determination of Awards; Certification.

Following the completion of each Performance Period, and prior to March 15 of the calendar year immediately following the end of the Performance Period, the Committee shall determine the extent to which the Performance Goals for each Participant for the Performance Period have been achieved or exceeded and the resulting amount of the Award (if any) payable to each Participant, including any application of the Committee's discretionary authority described herein. No payment shall be made under the Plan if the minimum performance goals as established by the Committee are not attained.

6.2 Form and Timing of Payment. Except as otherwise provided herein, as soon as practicable following the Committee's certification pursuant to Section 6.1 for the applicable Performance Period, and in no event later than March 15 of the calendar year following the end of the Performance Period, each Participant shall receive a cash lump-sum payment of his or her Award, less required withholding.

6.3 Employment Requirement. Except as otherwise provided in Section 7, no Award shall be paid to any Participant who is not actively employed by the Company or an Affiliate, or on an approved leave of absence or long-term Disability leave, on the last day of the Performance Period.

6.4 Deferral of Awards. The Committee, in its sole discretion, may permit a Participant to defer the payment of an Award that would otherwise be paid under the Plan. Any deferral election shall be subject to Section 409A and such rules and procedures as shall be determined by the Committee in its sole discretion.

7. Termination of Employment.

7.1 Employment Requirement. Except as otherwise provided in Section 7.2, or pursuant to any written employment agreement, change-of-control agreement, offer letter or severance agreement between the Company and the Participant, if a Participant's employment terminates for any reason prior to the last day of the Performance Period, all of the Participant's rights to an Award for the Performance Period shall be Forfeited. However,

the Committee, in its sole discretion, may pay a Pro-rated Award, subject to the Committee's certification that the Performance Goals for the Performance Period have been met. Such Pro-rated Award will be paid at the same time and in the same manner as Awards are paid to other Participants or such other time as permitted by the Committee. Notwithstanding the foregoing, if a Participant's employment is terminated for Cause, the Participant shall in all cases Forfeit any Award not already paid.

7.2 Termination of Employment Due to Death or Disability. If a Participant's employment is terminated by reason of his or her death or Disability during a Performance Period the Participant or his or her beneficiary will be paid a Pro-rated Award. In the case of a Participant's Disability, the employment termination shall be deemed to have occurred on the date that the Committee determines that the Participant is Disabled. Payment of such Pro-rated Award will be made at the same time and in the same manner as Awards are paid to other Participants.

8. General Provisions.

8.1 Compliance with Legal Requirements. The Plan and the granting of Awards shall be subject to all applicable federal and state laws, rules and regulations, and to such approvals by any regulatory or governmental agency as may be required.

8.2 Non-transferability. A person's rights and interests under the Plan, including any Award previously made to such person or any amounts payable under the Plan may not be assigned, pledged, or transferred, except in the event of the Participant's death, to a designated beneficiary in accordance with the Plan, or in the absence of such designation, by will or the laws of descent or distribution.

8.3 No Right to Employment. Nothing in the Plan or in any notice of Award shall confer upon any person the right to continue in the employment or service of the Company or any Affiliate or affect the right of the Company or any Affiliate to terminate the employment of any Participant.

8.4 No Right to Award. Unless otherwise expressly set forth in an employment agreement signed by the Company and a Participant, a Participant shall not have any right to any Award under the Plan until such Award has been paid to such Participant and participation in the Plan in one Performance Period year does not connote any right to become a Participant in the Plan in any future Performance Period.

8.5 Withholding. The Company shall have the right to withhold from any Award, any federal, state or local income and/or payroll taxes required by law to be withheld and to take such other action as the Committee may deem advisable to enable the Company and Participants to satisfy obligations for the payment of withholding taxes and other tax obligations relating to an Award.

8.6 Amendment or Termination of the Plan. The Board or the Committee may, at any time, amend, modify, suspend or terminate the Plan in whole or in part. Notwithstanding the foregoing, no such amendment, modification, suspension or termination shall materially

and adversely affect the rights of any Participant to any payment of Awards that have been determined by the Committee to be due and owing to the Participant under the Plan but not yet paid prior to such amendment, modification, suspension or termination.

8.7 Unfunded Status. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Company and any Participant, beneficiary or legal representative or any other person. To the extent that a person acquires a right to receive payments under the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company. All payments to be made hereunder shall be paid from the general funds of the Company and no special or separate fund shall be established and no segregation of assets shall be made to ensure payment of such amounts except as expressly set forth in the Plan. The Plan is not intended to be subject to the Employee Retirement Income Security Act of 1974, as amended.

8.8 Governing Law. The Plan shall be construed, administered and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of law.

8.9 Beneficiaries. To the extent that the Committee permits beneficiary designations, any payment of Awards due under the Plan to a deceased Participant shall be paid to the beneficiary duly designated by the Participant in accordance with the Company's practices. If no such beneficiary has been designated or survives the Participant, payment shall be made by will or the laws of descent or distribution.

8.10 Section 409A. It is intended that payments under the Plan qualify as short-term deferrals exempt from the requirements of Section 409A and the Plan, and Awards under the Plan shall be interpreted, administered and construed accordingly. In the event, however, that any Award does not qualify for treatment as an exempt short-term deferral, it is intended that such amount will be paid in a manner that satisfies the requirements of Section 409A and the Plan, and Awards under the Plan shall be interpreted, operated and construed accordingly. If an Award is subject to Section 409A, (i) distributions shall only be made in a manner and upon an event permitted under Section 409A, (ii) payments to be made upon a termination of employment shall only be made upon a "separation from service" under Section 409A, (iii) each installment payment shall be treated as a separate payment for purposes of Section 409A and (iv) in no event shall a Participant, directly or indirectly, designate the calendar year in which a distribution is to be made, except in accordance with Section 409A. Any Award granted under the Plan that is subject to Section 409A, and that is to be distributed to a key employee (as defined for this purpose below) upon separation from service shall be postponed for six months following the date of the Participant's separation from service, if required by Section 409A. The determination of key employees shall be made in accordance with Section 416(i) of the Code and the "specified employee" requirements of Section 409A. Notwithstanding anything herein to the contrary, in no event shall the Company be liable for the payment of any taxes and/or penalties by the Participant pursuant to Section 409A. None of the Company, any Affiliates, the Board and/or the Committee makes any representation regarding compliance with Section 409A and each of

them expressly disclaims any covenant to maintain favorable or avoid unfavorable tax treatment.

8.11 Expenses. All costs and expenses in connection with the administration of the Plan shall be paid by the Company.

8.12 Section Headings. The headings of the Plan have been inserted for convenience of reference only and in the event of any conflict, the text of the Plan, rather than such headings, shall control.

8.13 Severability. In the event that any provision of the Plan shall be considered illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Plan, but shall be fully severable, and the Plan shall be construed and enforced as if such illegal or invalid provision had never been contained therein.

8.14 Gender and Number. Except where otherwise indicated by the context, wherever used, the masculine pronoun includes the feminine pronoun; the plural shall include the singular, and the singular shall include the plural.

8.15 Non-exclusive. Nothing in the Plan shall limit the authority of the Company, the Board or the Committee to adopt such other compensation arrangements, as it may deem desirable for any Participant.

8.16 Notice. Any notice to be given to the Company or the Committee pursuant to the provisions of the Plan shall be in writing and directed to the Secretary of the Company at 125 Summer Street, Boston, MA 02110.

8.17 Successors. All obligations of the Company under the Plan with respect to Awards granted hereunder shall be binding upon any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the assets of the Company.

8.18 Clawback. Notwithstanding any other provision in the Plan, any Award granted hereunder which is or becomes subject to Forfeiture or recovery under any Company policy, including the Company's Clawback Policy as set forth in the Principles of Corporate Governance or as in effect from time to time, and any successor policy or otherwise, including as required by law, regulation or stock exchange listing requirement, as may be in effect from time to time, shall be subject to such deductions, recoupment, and clawback as may be required to be made pursuant to such policy, whether approved before or after the date of grant of any Award. In the event of a clawback, recoupment or forfeiture event under an applicable clawback policy (including without limitation a clawback policy required to be implemented by the applicable stock exchange), the amount required to be clawed back, recouped or forfeited pursuant to such policy shall be deemed not to have been earned under the terms of the Plan, and the Company shall be entitled to recover from the Participant the amount specified under the policy to be clawed back, recouped or forfeited. By accepting Awards under the Plan, Participants agree and acknowledge that they are obligated to cooperate with, and provide any and all assistance necessary to, the Company to recover or recoup any Award or amount paid under the Plan subject to clawback pursuant to

such law, government regulation, stock exchange listing requirement or Company policy. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to recover or recoup any Awards or amounts paid under the Plan to a Participant, or pending or future compensation or Awards.

**HAEMONETICS CORPORATION
2019 LONG-TERM INCENTIVE COMPENSATION PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT**

This RESTRICTED STOCK UNIT AWARD AGREEMENT (the “Award Agreement”), dated as of [●] (the “Date of Grant”), is delivered by Haemonetics Corporation (the “Company”) to [●] (the “Participant”).

RECITALS

The Haemonetics Corporation 2019 Long-Term Incentive Compensation Plan (as amended and/or restated from time to time, the “Plan”) provides for the grant of restricted stock units in accordance with the terms and conditions of the Plan. The Committee has decided to make this Award of restricted stock units as an inducement for the Participant to promote the best interests of the Company and its stockholders. This Award Agreement is made pursuant to the Plan and is subject in its entirety to all applicable provisions of the Plan. Capitalized terms used herein and not otherwise defined will have the meanings set forth in the Plan.

1. Grant of Restricted Stock Units. Subject to the terms and conditions set forth in this Award Agreement and in the Plan, the Company hereby grants the Participant [●] restricted stock units, subject to the restrictions set forth below and in the Plan (the “Restricted Stock Units”). Each Restricted Stock Unit represents the right of the Participant to receive a share of common stock of the Company (“Company Stock”), if and when the specified conditions are met in Section 3 below, and on the applicable payment date set forth in Section 5 below.

2. Restricted Stock Units are Hypothetical Shares. Restricted Stock Units represent hypothetical shares of Company Stock and not actual shares of stock. No shares of Company Stock shall be issued to the Participant at the time the Award is made, and the Participant shall not be, and shall not have any of the rights or privileges of, a stockholder of the Company with respect to any Restricted Stock Units. The Participant shall not have any interest in any fund or specific assets of the Company by reason of this Award.

3. Vesting.

(a) Subject to the terms of this Section 3, the Restricted Stock Units shall become vested pro rata on each of the first [●] anniversaries of the Date of Grant (each of the first [●] anniversaries of the Date of Grant, a “Vesting Date”), provided that the Participant continues to be employed by the Employer from the Date of Grant until the applicable Vesting Date.

(i) For purposes of this Award Agreement (i), the terms “employed by the Employer” and “employment with the Employer” shall mean employment with the Company, or employment with any corporation, partnership, joint venture or other entity in which the Company, directly or indirectly, has a majority voting interest.

(b) The vesting of the Restricted Stock Units shall be cumulative, but shall not exceed 100% of the Restricted Stock Units. If the vesting schedule in Section 3(a) would produce fractional Restricted Stock Units, the number of Restricted Stock Units that vest shall be rounded down to the nearest whole Restricted Stock Unit and the fractional Restricted Stock Units will be accumulated with any fractional Restricted Stock Units produced on a future Vesting Date, and paid once such fractional Restricted Stock Units from prior Vesting Dates equal a whole Restricted Stock Unit.

(c) Except as otherwise provided in a written employment agreement or severance agreement entered into by and between the Participant and the Employer, in the event of a Change of Control before all of the Restricted Stock Units vest in accordance with Section 3(a) above, the provisions of the Plan applicable to a Change of Control shall apply to the Restricted Stock Units, and, in the event of a Change of Control, the Committee may take such actions as it is permitted to under the terms of the Plan with respect to the vesting of the Restricted Stock Units.

4. Termination of Restricted Stock Units.

(a) Except as set forth in this Award Agreement, if the Participant ceases to be employed by the Employer for any reason before all of the Restricted Stock Units vest, any unvested Restricted Stock Units shall automatically terminate and shall be forfeited as of the date of the Participant's termination of employment. In such event, vesting shall not be pro-rated between Vesting Dates and, except as set forth below, the vested amount of Restricted Stock Units shall be determined as of the most recent Vesting Date. No payment shall be made with respect to any unvested Restricted Stock Units that terminate.

(b) If the Participant ceases to be employed by the Employer as a result of the Participant's Disability or the Participant becoming Disabled, the Restricted Stock Units shall continue to vest pursuant to Section 3(a) of this Award Agreement.

(c) If the Participant ceases to be employed by the Employer as a result of Participant's death, any unvested Restricted Stock Units shall become fully vested.

(d) Notwithstanding the foregoing or anything contained in this Award Agreement to the contrary, if the Participant has not executed a restrictive covenant agreement in the form provided by the Company and delivered such agreement to the Company by [●], the Restricted Stock Units shall automatically terminate and shall be forfeited (unless such requirement has been waived by the Committee). No payment shall be made with respect to any such Restricted Stock Unit that terminate pursuant to this Section 4(d).

5. Payment of Restricted Stock Units and Tax Withholding.

(a) If and when the Restricted Stock Units vest, the Company shall issue to, or on behalf of, the Participant a certificate (which may be in electronic form) representing one share of Company Stock for each vested Restricted Stock Unit, subject to applicable tax withholding obligations. Subject to Sections 5(b) and 19 below, the issuance of shares of Company Stock pursuant to the preceding sentence of this Section 5(a) shall be made as soon as administratively practicable (but no later than thirty (30) days) following the applicable Vesting Date.

(b) All obligations of the Company under this Award Agreement shall be subject to the rights of the Employer as set forth in the Plan to withhold amounts required to be withheld for any taxes, if applicable. The Participant agrees that the Company shall automatically and mandatorily withhold a number of shares of Company Stock having a value (as measured on the date the Restricted Stock Units are subject to tax) equal to the Participant's FICA, federal income, state, local and other tax liabilities required by law to be withheld with respect to the payment of the Restricted Stock Units. To the extent Participant's tax liabilities are not satisfied in accordance with the immediately preceding sentence, the Participant shall be required to pay to the Employer, or make other arrangements satisfactory to the Employer, to provide for the payment of, any federal, state, local or other taxes that the Employer is required to withhold with respect to the Restricted Stock Units.

(c) The obligation of the Company to deliver Company Stock shall also be subject to the condition that if at any time the Board shall determine in its discretion that the listing, registration or qualification of the shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the issuance of shares, the shares may not be issued in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Board. The issuance of shares, if any, to the Participant pursuant to this Award Agreement is subject to any applicable taxes and other laws or regulations of the United States or of any state, municipality or other country having jurisdiction thereof.

6. No Stockholder Rights. Neither the Participant, nor any person entitled to receive payment in the event of the Participant's death, shall have any of the rights and privileges of a stockholder with respect to shares of Company Stock, including voting or dividend rights (including Dividend Equivalents), until certificates for shares have been issued upon payment of Restricted Stock Units. The Participant acknowledges that no election under Section 83(b) of the Code is available with respect to Restricted Stock Units.

7. Award Subject to Plan Provisions. This Award is made pursuant to the Plan, the terms of which are incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. The grant and payment of the Restricted Stock Units are subject to the provisions of the Plan and to interpretations, regulations and determinations concerning the Plan established from time to time by the Committee in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (a) rights and obligations with respect to withholding taxes, (b) the registration, qualification or listing of the shares of Company Stock, (c) changes in capitalization of the Company and (d) other requirements of applicable law. The Committee shall have the authority to interpret and construe the Restricted Stock Units pursuant to the terms of the Plan, and its decisions shall be conclusive as to any questions arising hereunder.

8. No Employment or Other Rights. The Award of the Restricted Stock Units shall not confer upon the Participant any right to be retained by or in the employ of any Employer and shall not interfere in any way with the right of any Employer to terminate the Participant's employment at any time. The right of any Employer to terminate at will the Participant's employment at any time for any reason is specifically reserved. The obligations of the Company hereunder will be that of an unfunded and unsecured promise of the Company to deliver, for each vested Restricted Stock Unit, one share of Company Stock, and the rights of the Participant will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company hereunder.

9. Assignment and Transfers. Except as the Committee may otherwise permit pursuant to the Plan, the rights and interests of the Participant under this Award Agreement may not be sold, assigned, encumbered or otherwise transferred except, in the event of the death of the Participant, by will or by the laws of descent and distribution. In the event of any attempt by the Participant to alienate, assign, pledge, hypothecate, or otherwise dispose of the Restricted Stock Units or any right hereunder, except as provided for in this Award Agreement, or in the event of the levy or any attachment, execution or similar process upon the rights or interests hereby conferred, the Company may terminate the Restricted Stock Units by notice to the Participant, and the Restricted Stock Units and all rights hereunder shall thereupon become null and void. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company's parents, subsidiaries, and affiliates. This Award Agreement may be assigned by the Company without the Participant's consent.

10. Applicable Law; Jurisdiction. The validity, construction, interpretation and effect of this Award Agreement shall be governed by and construed in accordance with the laws of the

Commonwealth of Massachusetts, without giving effect to the conflicts of laws provisions thereof. Any action arising out of, or relating to, any of the provisions of this Award Agreement shall be brought only in the United States District Court for the District of Massachusetts, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in Boston, Massachusetts, and the jurisdiction of such court in any such proceeding shall be exclusive. Notwithstanding the foregoing sentence, on and after the date a Participant receives shares of Company Stock hereunder, the Participant will be subject to the jurisdiction provision set forth in the Company's bylaws.

11. Notice. Subject to Section 13 of this Award Agreement, any notice to the Company provided for in this instrument shall be addressed to the Company in care of the General Counsel at the corporate headquarters of the Company, and any notice to the Participant shall be addressed to such Participant at the current address shown on the payroll of the Employer. Any notice shall be delivered by hand, or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service or by the postal authority of the country in which the Participant resides or to an internationally recognized expedited mail courier.

12. Recoupment Policy. The Participant agrees that, subject to the requirements of applicable law, the Restricted Stock Units, and the right to receive and retain any Company Stock covered by this Award Agreement, shall be subject to rescission, cancellation or recoupment, in whole or part, if and to the extent so provided under any "clawback" or recoupment policies, securities exchange listing standard, share trading policy or and similar standard or policy that may be required by law or implemented by the Company and that is in effect on the Date of Grant or that may be established thereafter, including, but not limited to, the Company's Clawback Policy as set forth in the Principles of Corporate Governance, or other policy in effect from time to time, and any successor policy, whether approved before or after the Date of Grant. By accepting the Restricted Stock Units, the Participant agrees and acknowledges that the Participant is obligated to cooperate with, and provide any and all assistance necessary to, the Company to recover or recoup any such Restricted Stock Units or shares or amounts paid under the Restricted Stock Units subject to clawback or recoupment pursuant to such policy, listing standard or law. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to recover or recoup any such Restricted Stock Units or shares or amount paid from the Participant's accounts, or pending or future compensation or Awards under the Plan.

13. Electronic Delivery. The Company may, in its sole discretion, deliver any documents relating to the Participant's Restricted Stock Units and the Participant's participation in the Plan, or future Awards that may be granted under the Plan, by electronic means or request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third-party designated by the Company.

14. Severability. If any provision of this Award Agreement is held to be unenforceable, illegal or invalid for any reason, the unenforceability, illegality or invalidity will not affect the remaining provisions of the Award Agreement, and the Award Agreement is to be construed and enforced as if the unenforceable, illegal or invalid provision had not been inserted, and the provisions so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal.

15. Waiver. The waiver by the Company with respect to the Participant's (or any other participant's) compliance of any provision of this Award Agreement shall not operate or be

construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by such party of a provision of this Award Agreement.

16. **Amendment.** Except as permitted by the Plan, this Award Agreement may not be amended, modified, terminated or otherwise altered except by the written consent of the Company and the Participant.

17. **Counterparts.** This Award Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

18. **Binding Effect; No Third Party Beneficiaries.** This Award Agreement shall be binding upon and inure to the benefit of the Company and the Participant and each of their respective heirs, representatives, successors and permitted assigns. This Award Agreement shall not confer any rights or remedies upon any person other than the Company and the Participant and each of their respective heirs, representatives, successor and permitted assigns.

19. **Application of Section 409A of the Code.** The Award covered by this Award Agreement is intended to be exempt from or otherwise comply with the provisions of Section 409A of the Code, as amended, and the regulations and other guidance promulgated thereunder ("**Section 409A**"). Notwithstanding the foregoing, if the Restricted Stock Units constitute "deferred compensation" under Section 409A and the Restricted Stock Units become vested and settled upon the Participant's termination of employment, payment with respect to the Restricted Stock Units shall be delayed for a period of six months after the Participant's termination of employment if the Participant is a "specified employee" as defined under Section 409A and if required pursuant to Section 409A. If payment is delayed, the Restricted Stock Units shall be settled and paid within thirty (30) days after the date that is six (6) months following the Participant's termination of employment. Payments with respect to the Restricted Stock Units may only be paid in a manner and upon an event permitted by Section 409A, and each payment under the Restricted Stock Units shall be treated as a separate payment, and the right to a series of installment payments under the Restricted Stock Units shall be treated as a right to a series of separate payments. In no event shall the Participant, directly or indirectly, designate the calendar year of payment. The Company may change or modify the terms of this Award Agreement without the Participant's consent or signature if the Company determines, in its sole discretion, that such change or modification is necessary for purposes of compliance with or exemption from the requirements of Section 409A or any regulations or other guidance issued thereunder. Notwithstanding the foregoing, the Company makes no representations and/or warranties with respect to compliance with Section 409A, and the Participant recognizes and acknowledges that Section 409A could potentially impose upon the Participant certain taxes and/or interest charges for which the Participant is and shall remain solely responsible.

20. **Time for Acceptance.** Unless the Participant shall evidence acceptance of this Restricted Stock Unit Award Agreement by electronic or other means prescribed by the Committee within ninety (90) days after its delivery, the Restricted Stock Units shall be null and void (unless waived by the Committee).

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Award Agreement, and the Participant has executed this Award Agreement, effective as of the Date of Grant.

HAEMONETICS CORPORATION

Name:
Title:

I hereby accept the award of Restricted Stock Units described in this Award Agreement, and I agree to be bound by the terms of the Plan and this Award Agreement. I hereby agree that all decisions and determinations of the Committee with respect to the Restricted Stock Units shall be final and binding.

Date

Participant

**HAEMONETICS CORPORATION
2019 LONG-TERM INCENTIVE COMPENSATION PLAN
NONQUALIFIED STOCK OPTION AWARD AGREEMENT**

This NONQUALIFIED STOCK OPTION AWARD AGREEMENT (the “Award Agreement”), dated as of [●] (the “Date of Grant”), is delivered by Haemonetics Corporation (the “Company”) to [●] (the “Participant”).

RECITALS

The Haemonetics Corporation 2019 Long-Term Incentive Compensation Plan (as amended and/or restated from time to time, the “Plan”) provides for the grant of stock options to purchase shares of Company stock (“Company Stock”) in accordance with the terms and conditions of the Plan. The Committee has decided to make this nonqualified stock option Award as an inducement for the Participant to promote the best interests of the Company and its stockholders. This Award Agreement is made pursuant to the Plan and is subject in its entirety to all applicable provisions of the Plan. Capitalized terms used herein and not otherwise defined will have the meanings set forth in the Plan.

1. Grant of Option. Subject to the terms and conditions set forth in this Award Agreement and in the Plan, the Company hereby grants to the Participant a nonqualified stock option (the “Option”) to purchase [●] shares of Company Stock (each a “Share”, and together the “Shares”) at an Exercise Price of \$[●] per Share. The Option shall become exercisable according to Section 2 below.

2. Exercisability of Option.

(a) Subject to the terms of this Section 2 and Section 3, the Option shall become vested pro rata on each of the first [●] anniversaries of the Date of Grant (each of the first [●] anniversaries of the Date of Grant, a “Vesting Date”), provided that the Participant continues to be employed by the Employer from the Date of Grant until the applicable Vesting Date.

(i) For purposes of this Award Agreement, the terms “employed by the Employer” and “employment with the Employer” shall mean employment with the Company, or employment with any corporation, partnership, joint venture or other entity in which the Company, directly or indirectly, has a majority voting interest.

(b) The vesting and exercisability of the Option is cumulative, but shall not exceed 100% of the Shares subject to the Option. If the terms set forth on in Section 2(a) would produce fractional Shares, the number of Shares for which the Option becomes vested and exercisable shall be rounded down to the nearest whole Share and the fractional Shares will be accumulated with any fractional Shares produced on a future Vesting Date, and become exercisable once such fractional Shares from prior Vesting Dates equal a whole Share.

(c) Notwithstanding the foregoing or anything contained in this Award Agreement to the contrary, if the Participant has not executed a restrictive covenant agreement in the form provided by the Company and delivered such agreement to the Company by [●], the Option shall automatically terminate and shall be forfeited (unless such requirement has been waived by the Committee). No payment shall be made with respect to any such Option that terminates pursuant to this Section 2(c).

(d) Except as otherwise provided in a written employment agreement or severance agreement entered into by and between the Participant and the Employer, in the event of a Change of Control before the Option is fully vested and exercisable, the provisions of the Plan applicable to a Change of Control shall apply to the Option, and, in the event of a Change of Control, the Committee may take such actions as it is permitted to under the terms of the Plan with respect to the vesting and exercisability of the Option.

3. Term of Option.

(a) The Option shall have a term of seven years from the Date of Grant and shall terminate at the expiration of that period, unless it is terminated at an earlier date pursuant to the provisions of this Award Agreement or the Plan. Notwithstanding the foregoing, in the event that on the last business day of the term of the Option, the Fair Market Value of a share of Company Stock is greater than the Exercise Price, and the Participant remains employed by the Employer, then the Option shall be automatically exercised on such business day without any required action by the Participant, and such automatic exercise shall comply with the terms of this Award Agreement and the Plan.

(b) The Option shall automatically terminate upon the happening of the first of the following events:

(i) The expiration of the 90-day period after the Participant ceases to be employed by the Employer, if the termination is for any reason other than Disability, retirement, death or Cause; and

(ii) The date on which the Participant ceases to be employed by the Employer for Cause. In addition, notwithstanding the prior provisions of this Section 3, if the Participant engages in conduct that constitutes Cause after the Participant's employment terminates, the Option shall immediately terminate.

(c) If the Participant ceases to be employed by the Employer because of a Disability or because the Participant has become Disabled, the Option shall continue to vest and shall be exercisable until it expires pursuant to its terms.

(d) If the Participant ceases to be employed by the Employer because the Participant has retired from the Employer in good standing, then such Option shall cease to vest on the last day of Participant's employment, as applicable, but may be exercised by the Participant (or her/his permitted transferee) at any time on or prior to the earlier of the expiration date of the Option or the expiration of five (5) years from the date of the Participant's termination of employment due to retirement. For purposes of this Award Agreement, retirement shall mean a termination of employment after reaching age fifty-five (55), and completing at least five (5) years of service with the Employer, provided, however that a Participant's termination shall in no event be due to retirement if the Participant ceases to be employed by the Employer for Cause.

(e) If the Participant ceases to be employed by the Employer as a result of the Participant's death, any unvested portion of the Option shall immediately vest and the Option shall be exercisable until expiration by its terms.

Notwithstanding the foregoing, in no event may the Option be exercised after the date that is the seventh anniversary of the Date of Grant, or the first business day immediately preceding the seventh anniversary of the Date of Grant if such anniversary falls on a weekend or holiday.

4. Exercise Procedures.

(a) Subject to the provisions of Sections 2 and 3 above, the Participant may exercise part or all of the exercisable Option by giving the Company, or its delegate, notice of intent to exercise in a form prescribed by the Company. For the avoidance of doubt, only the vested portion of an Option may be exercised.

(b) The Participant shall pay the Exercise Price by automatically and mandatorily surrendering shares of Company Stock subject to the exercisable Option, which shares have a Fair Market Value on the date of exercise equal to the aggregate Exercise Price payable for the Shares.

(c) The obligation of the Company to deliver Shares upon exercise of the Option shall be subject to all applicable laws, rules, and regulations and such approvals by governmental agencies as may be deemed appropriate by the Committee, including such actions as Company counsel shall deem necessary or appropriate to comply with relevant securities laws and regulations.

(d) All obligations of the Company under this Award Agreement shall be subject to the rights of the Employer as set forth in the Plan to withhold amounts required to be withheld for any taxes, if applicable. The Participant agrees that the Company shall automatically and mandatorily satisfy any tax withholding obligation of the Employer with respect to the Option by having Shares withheld to satisfy the applicable withholding tax rate for FICA, federal, state, local and other tax liabilities.

(e) Upon exercise of the Option (or portion thereof), the Option (or portion thereof) will terminate and cease to be outstanding.

5. Restrictions on Exercise. Except as the Committee may otherwise permit pursuant to the Plan, only the Participant may exercise the Option during the Participant's lifetime and, after the Participant's death, the Option shall be exercisable (subject to the limitations specified in the Plan) solely by the legal representatives of the Participant, or by the person who acquires the right to exercise the Option by will or by the laws of descent and distribution, to the extent that the Option is exercisable pursuant to this Award Agreement.

6. Award Subject to Plan Provisions. This Award is made pursuant to the Plan, the terms of which are incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. The Award and exercise of the Option are subject to the provisions of the Plan and to interpretations, regulations and determinations concerning the Plan established from time to time by the Committee in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (a) rights and obligations with respect to withholding taxes, (b) the registration, qualification or listing of the Shares, (c) changes in capitalization of the Company and (d) other requirements of applicable law. The Committee shall have the authority to interpret and construe the Option pursuant to the terms of the Plan, and its decisions shall be conclusive as to any questions arising hereunder.

7. No Employment or Other Rights. The Option Award shall not confer upon the Participant any right to be retained by or in the employ of any Employer and shall not interfere in any way with the right of any Employer to terminate the Participant's employment at any time. The right of any Employer to terminate at will the Participant's employment at any time for any reason is specifically reserved.

8. No Stockholder Rights. Neither the Participant, nor any person entitled to exercise the Participant's rights in the event of the Participant's death, shall have any of the rights and

privileges of a stockholder with respect to the Shares subject to the Option, until certificates for Shares have been issued upon the exercise of the Option.

9. Assignment and Transfers. Except as the Committee may otherwise permit pursuant to the Plan, the rights and interests of the Participant under this Award Agreement may not be sold, assigned, encumbered or otherwise transferred except, in the event of the death of the Participant, by will or by the laws of descent and distribution. In the event of any attempt by the Participant to alienate, assign, pledge, hypothecate, or otherwise dispose of the Option or any right hereunder, except as provided for in this Award Agreement, or in the event of the levy or any attachment, execution or similar process upon the rights or interests hereby conferred, the Company may terminate the Option by notice to the Participant, and the Option and all rights hereunder shall thereupon become null and void. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company's parents, subsidiaries, and affiliates. This Award Agreement may be assigned by the Company without the Participant's consent.

10. Applicable Law; Jurisdiction. The validity, construction, interpretation and effect of this Award Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflicts of laws provisions thereof. Any action arising out of, or relating to, any of the provisions of this Award Agreement shall be brought only in the United States District Court for the District of Massachusetts, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in Boston, Massachusetts, and the jurisdiction of such court in any such proceeding shall be exclusive. Notwithstanding the foregoing sentence, on and after the date a Participant receives shares of Company Stock hereunder, the Participant will be subject to the jurisdiction provision set forth in the Company's bylaws.

11. Notice. Subject to Section 13 of this Award Agreement, any notice to the Company provided for in this instrument shall be addressed to the Company in care of the General Counsel and any notice to the Participant shall be addressed to such Participant at the current address shown on the payroll of the Employer. Any notice shall be delivered by hand or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service or by the postal authority of the country in which the Participant resides or to an internationally recognized expedited mail courier.

12. Recoupment Policy. The Participant agrees that, subject to the requirements of applicable law, the Option, and the right to receive and retain any Shares, or the amount of any gain realized or payment received as a result of any sale or other disposition of the Shares, covered by this Award Agreement, shall be subject to rescission, cancellation or recoupment, in whole or part, if and to the extent so provided under any "clawback" or recoupment policies, securities exchange listing standard, share trading policy or and similar standard or policy that may be required by law or implemented by the Company and that is in effect on the Date of Grant or that may be established thereafter, including, but not limited to, the Company's Clawback Policy as set forth in the Principles of Corporate Governance, or other policy in effect from time to time, and any successor policy, whether approved before or after the Date of Grant. By accepting the Option, the Participant agrees and acknowledges that the Participant is obligated to cooperate with, and provide any and all assistance necessary to, the Company to recover or recoup any such Option or Shares or amounts paid under the Option subject to clawback or recoupment pursuant to such policy, listing standard or law. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to recover or recoup any such Option or Shares or amount paid from the Participant's accounts, or pending or future compensation or Awards under the Plan.

13. **Electronic Delivery.** The Company may, in its sole discretion, deliver any documents relating to the Participant's Option and the Participant's participation in the Plan, or future Awards that may be granted under the Plan, by electronic means or request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third-party designated by the Company.

14. **Severability.** If any provision of this Award Agreement is held to be unenforceable, illegal or invalid for any reason, the unenforceability, illegality or invalidity will not affect the remaining provisions of the Award Agreement, and the Award Agreement is to be construed and enforced as if the unenforceable, illegal or invalid provision had not been inserted, and the provisions so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal.

15. **Waiver.** The waiver by the Company with respect to the Participant's (or any other participant's) compliance of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by such party of a provision of this Award Agreement.

16. **Amendment.** Except as permitted by the Plan, this Award Agreement may not be amended, modified, terminated or otherwise altered except by the written consent of the Company and the Participant.

17. **Counterparts.** This Award Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

18. **Binding Effect; No Third Party Beneficiaries.** This Award Agreement shall be binding upon and inure to the benefit of the Company and the Participant and each of their respective heirs, representatives, successors and permitted assigns. This Award Agreement shall not confer any rights or remedies upon any person other than the Company and the Participant and each of their respective heirs, representatives, successor and permitted assigns.

19. **Application of Section 409A of the Code.** This Award Agreement is intended to be exempt from section 409A of the Code and to the extent this Award Agreement is subject to section 409A of the Code, it will in all respects be administered in accordance with section 409A of the Code.

20. **Time for Acceptance.** Unless the Participant shall evidence acceptance of this Option Award Agreement by electronic or other means prescribed by the Committee within ninety (90) days after its delivery, the Option shall be null and void (unless waived by the Committee).

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused an officer to execute this Award Agreement, and the Participant has executed this Award Agreement, effective as of the Date of Grant.

HAEMONETICS CORPORATION

Name:
Title:

I hereby accept the Option described in this Award Agreement, and I agree to be bound by the terms of the Plan and this Award Agreement. I hereby agree that all decisions and determinations of the Committee with respect to the Option shall be final and binding.

Date

Participant

**HAEMONETICS CORPORATION
2019 LONG-TERM INCENTIVE COMPENSATION PLAN
PERFORMANCE SHARE UNIT AWARD AGREEMENT**

This PERFORMANCE SHARE UNIT AWARD AGREEMENT (the “Award Agreement”), dated as of [●] (the “Date of Grant”), is delivered by Haemonetics Corporation (the “Company”) to [●] (the “Participant”).

RECITALS

The Haemonetics Corporation 2019 Long-Term Incentive Compensation Plan (as amended and/or restated from time to time, the “Plan”) provides for the grant of performance-based restricted share units in accordance with the terms and conditions of the Plan. The Committee has decided to make this grant of performance-based restricted share units as an inducement for the Participant to promote the best interests of the Company and its stockholders. This Award Agreement is made pursuant to the Plan and is subject in its entirety to all applicable provisions of the Plan. Capitalized terms used herein and not otherwise defined will have the meanings set forth in the Plan.

1. Grant of Performance Share Units. Subject to the terms and conditions set forth in this Award Agreement and in the Plan, the Company hereby grants the Participant a target award of [●] performance-based restricted share units (the “Performance Share Units”), subject to the terms and restrictions set forth below and in the Plan (such amount of Performance Share Units, the “Target Award”). Each Performance Share Unit represents the right of the Participant to receive a share of common stock of the Company (“Company Stock”), if and when the specified conditions are met in Section 3 below, and on the applicable payment date set forth in Section 5 below.

2. Performance Share Units are Hypothetical Shares. Performance Share Units represent hypothetical shares of Company Stock, and not actual shares of stock. No shares of Company Stock shall be issued to the Participant at the time the grant is made, and the Participant shall not be, and shall not have any of the rights or privileges of, a stockholder of the Company with respect to any Performance Share Units. The Participant shall not have any interest in any fund or specific assets of the Company by reason of this Award.

3. Vesting.

(a) Subject to the terms of this Section 3 and the terms of Appendix A, which is incorporated by reference herein, the Performance Share Units shall become vested upon satisfaction of the Performance Goals and terms as set forth in Appendix A to this Award Agreement. The Committee shall determine whether such Performance Goals have been satisfied.

(b) If the vesting terms set forth in Appendix A would produce fractional Performance Share Units, the number of Performance Share Units that vest shall be rounded down to the nearest whole Performance Share Unit.

(c) Notwithstanding anything to the contrary contained in a written employment agreement, severance agreement, change of control agreement or other agreement entered into by and between the Participant and the Employer, this Section 3(c) shall apply in the event of a Change of Control before the Vesting Date (a “Qualifying Change of Control”) and while the Participant continues to be employed by the Employer.

(i) Effective as of immediately prior to a Qualifying Change of Control, but subject to the occurrence of such Change of Control, the number of Performance Share Units eligible to be vested shall be equal to the greater of the number of shares of Common Stock under the (i) the Target Award multiplied by a fraction, the numerator of which is the number of days elapsed from the Date of Grant to the date of the Qualifying Change of Control, and the denominator of which is the number of days in the Performance Period, and (ii) the Share Payout as a Percentage of Target Award as determined by the Committee under the terms of Appendix A through the latest practicable date prior to such Change of Control. For purposes of this Section 3(c)(i), the Company Relative TSR Percentile Rank shall be determined by reference to the Company's average relative TSR rank on the twenty (20) consecutive trading days immediately preceding the Qualifying Change of Control. The number of Performance Share Units determined in accordance with this Section 3(c)(i) is referred to as the "Change of Control Adjusted Performance Share Units".

(ii) The Change of Control Adjusted Performance Share Units shall become vested on a Qualifying Change of Control and paid as soon as administratively practicable (but no later than thirty (30) days) following the occurrence of such Change of Control if a replacement or substitute award meeting the requirements of this Section 3(c)(ii) is not provided to the Participant in respect of such Performance Share Units. An award meeting the requirements of this Section 3(c)(ii) is referred to below as a "Replacement Award". An award shall qualify as a Replacement Award if:

(1) It is comprised of restricted stock units with respect to a publicly traded equity security of the Company or the surviving corporation or the ultimate parent of the applicable entity following a Qualifying Change of Control;

(2) It has a fair market value at least equal to the fair market value of the Change of Control Adjusted Performance Share Units as of the date of a Qualifying Change of Control;

(3) It contains terms relating to service-based vesting (including with respect to termination of employment) that are substantially identical to the terms set forth in this Award Agreement and does not contain any terms related to performance-based vesting; and

(4) Its other terms and conditions are not less favorable to the Participant than the terms and conditions set forth in this Award Agreement or in the Plan (including provisions that apply in the event of a subsequent change of control) as of the date of a Qualifying Change of Control.

The determination of whether the conditions of this Section 3(c)(ii) are satisfied shall be made by the Committee, as constituted immediately prior to a Qualifying Change of Control, in its sole discretion, prior to such Change of Control. If a Replacement Award is provided, the Change of Control Adjusted Performance Share Units shall not be settled upon a Qualifying Change of Control, but instead as provided under Section 3(c)(iii) below.

(iii) If, in connection with a Qualifying Change of Control, the Participant is provided with a Replacement Award, such Replacement Award shall vest on the Vesting Date and be settled at the time as set forth in Appendix A, subject to the Participant having not incurred a termination of employment with the Employer prior to such Vesting Date; provided that, if, within two years following such Qualifying Change of Control, the Participant incurs a termination of employment due to being a Good Leaver (as defined below), then the Replacement Award shall become fully vested effective as of such termination of employment, and the Company shall issue one share to the Participant for each share under the Replacement

Award as soon as reasonably practicable (but not later than 30 days) following such termination of employment.

(iv) For purposes of this Award Agreement, the following terms have the meanings set forth below:

(1) “Good Leaver” means the involuntary termination of the Participant’s employment by the Employer other than a termination for Cause, the Participant’s resignation for Good Reason, or the Participant’s termination of employment due to death, Disability or a Qualifying Retirement.

(2) “Good Reason” shall have the meaning given to such term in an employment agreement, severance or change in control agreement or, if there is no such agreement or if it does not define Good Reason, then Good Reason shall mean the occurrence of any one of the following in the absence of the Participant’s written consent:

a. A material diminution in the Participant’s annual base salary or target annual incentive compensation from that in effect immediately prior to a Qualifying Change of Control;

b. The assignment to the Participant of any duties materially inconsistent with the Participant’s positions (including status, offices, titles, and reporting requirements), authority, duties, or responsibilities, or any other action by the Employer that results in a material diminution in such positions, authority, duties, or responsibilities, in each case, from those in effect immediately prior to a Qualifying Change of Control; or

c. The relocation of the Participant to a work location more than 50 miles from the Participant’s current work location (unless, as a result of such relocation, the Participant’s work location is closer to his or her place of residence);

provided that, in each case the Participant provides written notice to the Employer of the existence of one or more of the conditions described in clauses described above within 30 days following the Participant’s knowledge of the initial existence of such condition or conditions, specifying in reasonable detail the conditions constituting Good Reason, (ii) the Employer fails to cure such event or condition within 30 days following the receipt of such notice and (iii) the Participant incurs a termination of employment within 30 days following the expiration of such cure period.

(3) “employed by the Employer” or “employment with the Employer” shall mean employment with the Company, or employment with any corporation, partnership, joint venture or other entity in which the Company, directly or indirectly, has a majority voting interest.

4. Termination of Performance Share Units.

(a) Except as set forth in this Award Agreement, if the Participant ceases to be employed by the Employer for any reason before the Vesting Date, the unvested Performance Share Units shall automatically terminate and shall be forfeited as of the date of the Participant’s termination of employment. No payment shall be made with respect to any unvested Performance Share Units that terminate. For the avoidance of doubt, except as provided in Section 3(c) of this Award Agreement, vesting shall not be pro-rated between the Date of Grant and the Vesting Date.

(b) If the Participant ceases to be employed by the Employer as a result of the Participant's Disability or the Participant becoming Disabled, the Performance Share Units shall continue to vest pursuant to Section 3(a) and Appendix A of this Award Agreement, and the Share Payout as a Percentage of Target Award for the Performance Share Units shall be determined as of the Vesting Date and paid in accordance with Section 5 of this Award Agreement; provided, however that the number of shares of Company Stock paid to the Participant shall be multiplied by a fraction, the numerator of which is the number of days elapsed from the Date of Grant to the Participant's Disability, and the denominator of which is the number of days in the Performance Period.

(c) If the Participant ceases to be employed by the Employer as a result of the Participant's death, the Performance Share Units shall continue to vest pursuant to Section 3(a) and Appendix A of this Award Agreement, and the Share Payout as a Percentage of Target Award for the Performance Share Units shall be determined as of the Vesting Date and paid in accordance with Section 5 of this Award Agreement; provided, however that the number of shares of Company Stock paid to the Participant's estate or other applicable party shall be multiplied by a fraction, the numerator of which is the number of days elapsed from the Date of Grant to the Participant's death, and the denominator of which is the number of days in the Performance Period.

(d) If the Participant ceases to be employed by the Employer as a result of the Participant's Qualifying Retirement, the Performance Share Units shall continue to vest pursuant to Section 3(a) and Appendix A of this Award Agreement, and the Share Payout as a Percentage of Target Award for the Performance Share Units shall be determined as of the Vesting Date and paid in accordance with Section 5 of this Award Agreement; provided, however that the number of shares of Company Stock paid to the Participant shall be multiplied by a fraction, the numerator of which is the number of days elapsed from the Date of Grant to the Participant's Qualifying Retirement, and the denominator of which is the number of days in the Performance Period. For purposes of this Award Agreement, a "Qualifying Retirement" shall mean that the Participant voluntarily retires from the employ of the Employer at or after both attaining age fifty-five (55) and completing five (5) consecutive years of service. For purposes of this Award Agreement, a "year of service" shall mean a twelve (12) month period of continuous full-time employment with the Employer (determined without regard to any breaks in service due to a paid leave of absence or any unpaid leave of absence authorized in writing by the Employer). For the avoidance of doubt, termination of the Participant's employment with the Employer, either with or without Cause, shall not be treated as a Qualifying Retirement.

(e) Notwithstanding the foregoing or anything contained in this Award Agreement to the contrary, if the Participant has not executed a restrictive covenant agreement in the form provided by the Company and delivered such agreement to the Company by [●], the Performance Share Units shall automatically terminate and shall be forfeited (unless such requirement has been waived by the Committee). No payment shall be made with respect to any such Performance Share Units that terminate pursuant to this Section 4(e).

5. Payment of Performance Share Units and Tax Withholding.

(a) If and when the Performance Share Units vest, the Company shall issue to the Participant one share of Company Stock for each vested Performance Share Unit, subject to applicable tax withholding obligations. Subject to Sections 5(b) and 19 below, the issuance of shares of Company Stock pursuant to the preceding sentence of this Section 5(a) shall be made as soon as administratively practicable (but no later than thirty (30) days) following the applicable Vesting Date and following the certification by the Committee of the of the Company's achievement, if any, of the Performance Goals set forth on Appendix A.

(b) All obligations of the Company under this Award Agreement shall be subject to the rights of the Employer as set forth in the Plan to withhold amounts required to be withheld for any taxes, if applicable. The Participant agrees that the Company shall automatically and mandatorily withhold a number of shares of Company Stock having a value (as measured on the date the Performance Share Units are subject to tax) equal to the Participant's FICA, federal income, state, local and other tax liabilities required by law to be withheld with respect to the payment of the Performance Share Units. To the extent Participant's tax liabilities are not satisfied in accordance with the immediately preceding sentence, the Participant shall be required to pay to the Employer, or make other arrangements satisfactory to the Employer to provide for the payment of, any federal, state, local or other taxes that the Employer is required to withhold with respect to the Performance Share Units.

(c) The obligation of the Company to deliver Company Stock shall also be subject to the condition that if at any time the Board shall determine in its discretion that the listing, registration or qualification of the shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the issuance of shares, the shares may not be issued in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Board. The issuance of shares, if any, to the Participant pursuant to this Award Agreement is subject to any applicable taxes and other laws or regulations of the United States or of any state, municipality or other country having jurisdiction thereof.

6. No Stockholder Rights. Neither the Participant, nor any person or entity entitled to receive payment in the event of the Participant's death, shall have any of the rights and privileges of a stockholder with respect to shares of Company Stock, including voting or dividend rights (including Dividend Equivalents), until certificates for shares have been issued upon payment of Performance Share Units. The Participant acknowledges that no election under Section 83(b) of the Code is available with respect to the Performance Share Units.

7. Grant Subject to Plan Provisions. This grant is made pursuant to the Plan, the terms of which are incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. The grant and payment of the Performance Share Units are subject to the provisions of the Plan and to interpretations, regulations and determinations concerning the Plan established from time to time by the Committee in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (a) rights and obligations with respect to withholding taxes, (b) the registration, qualification or listing of the shares of Company Stock, (c) changes in capitalization of the Company and (d) other requirements of applicable law. The Committee shall have the authority to interpret and construe the Performance Share Units pursuant to the terms of the Plan, and its decisions shall be conclusive as to any questions arising hereunder.

8. No Employment or Other Rights. The grant of the Performance Share Units shall not confer upon the Participant any right to be retained by or in the employ of any Employer and shall not interfere in any way with the right of any Employer to terminate the Participant's employment at any time. The right of any Employer to terminate at will the Participant's employment at any time for any reason is specifically reserved. The obligations of the Company hereunder will be that of an unfunded and unsecured promise of the Company to deliver, for each vested Performance Share Unit, one share of Company Stock, and the rights of the Participant will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company hereunder.

9. Assignment and Transfers. Except as the Committee may otherwise permit pursuant to the Plan, the rights and interests of the Participant under this Award Agreement may not be sold,

assigned, encumbered or otherwise transferred except, in the event of the death of the Participant, by will or by the laws of descent and distribution. In the event of any attempt by the Participant to alienate, assign, pledge, hypothecate, or otherwise dispose of the Performance Share Units or any right hereunder, except as provided for in this Award Agreement, or in the event of the levy or any attachment, execution or similar process upon the rights or interests hereby conferred, the Company may terminate the Performance Share Units by notice to the Participant, and the Performance Share Units and all rights hereunder shall thereupon become null and void. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company's parents, subsidiaries, and affiliates. This Award Agreement may be assigned by the Company without the Participant's consent.

10. Applicable Law; Jurisdiction. The validity, construction, interpretation and effect of this Award Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflicts of laws provisions thereof. Any action arising out of, or relating to, any of the provisions of this Award Agreement shall be brought only in the United States District Court for the District of Massachusetts, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in Boston, Massachusetts, and the jurisdiction of such court in any such proceeding shall be exclusive. Notwithstanding the foregoing sentence, on and after the date a Participant receives shares of Company Stock hereunder, the Participant will be subject to the jurisdiction provision set forth in the Company's bylaws.

11. Notice. Subject to Section 13 of this Award Agreement, any notice to the Company provided for in this instrument shall be addressed to the Company in care of the General Counsel at the corporate headquarters of the Company, and any notice to the Participant shall be addressed to such Participant at the current address shown on the payroll of the Employer. Any notice shall be delivered by hand, or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service or by the postal authority of the country in which the Participant resides or to an internationally recognized expedited mail courier.

12. Recoupment Policy. The Participant agrees that, subject to the requirements of applicable law, the Performance Share Units, and the right to receive and retain any Company Stock covered by this Award Agreement, shall be subject to rescission, cancellation or recoupment, in whole or part, if and to the extent so provided under any "clawback" or recoupment policies, securities exchange listing standard, share trading policy or and similar standard or policy that may be required by law or implemented by the Company and that is in effect on the Date of Grant or that may be established thereafter, including, but not limited to, the Company's Clawback Policy as set forth in the Principles of Corporate Governance, or other policy in effect from time to time, and any successor policy, whether approved before or after the Date of Grant. By accepting the Performance Share Units, the Participant agrees and acknowledges that the Participant is obligated to cooperate with, and provide any and all assistance necessary to, the Company to recover or recoup any such Performance Share Units or shares or amounts paid under the Performance Share Units subject to clawback or recoupment pursuant to such policy, listing standard or law. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to recover or recoup any such Performance Share Units or shares or amount paid from the Participant's accounts, or pending or future compensation or Awards under the Plan.

13. Electronic Delivery. The Company may, in its sole discretion, deliver any documents relating to the Participant's Performance Share Units and the Participant's participation in the Plan, or future Awards that may be granted under the Plan, by electronic means or request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate

in the Plan through an on-line or electronic system established and maintained by the Company or another third-party designated by the Company.

14. **Severability.** If any provision of this Award Agreement is held to be unenforceable, illegal or invalid for any reason, the unenforceability, illegality or invalidity will not affect the remaining provisions of the Award Agreement, and the Award Agreement is to be construed and enforced as if the unenforceable, illegal or invalid provision had not been inserted, and the provisions so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal.

15. **Waiver.** The waiver by the Company with respect to the Participant's (or any other participant's) compliance of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by such party of a provision of this Award Agreement.

16. **Amendment.** Except as permitted by the Plan, this Award Agreement may not be amended, modified, terminated or otherwise altered except by the written consent of the Company and the Participant.

17. **Counterparts.** This Award Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

18. **Binding Effect; No Third Party Beneficiaries.** This Award Agreement shall be binding upon and inure to the benefit of the Company and the Participant and each of their respective heirs, representatives, successors and permitted assigns. This Award Agreement shall not confer any rights or remedies upon any person other than the Company and the Participant and each of their respective heirs, representatives, successor and permitted assigns.

19. **Application of Section 409A of the Code.** The Award covered by this Award Agreement is intended to be exempt from or otherwise comply with the provisions of Section 409A of the Code, as amended, and the regulations and other guidance promulgated thereunder ("Section 409A"). Notwithstanding the foregoing, if the Performance Share Units constitute "deferred compensation" under Section 409A and the Performance Share Units become vested and settled upon the Participant's termination of employment, payment with respect to the Performance Share Units shall be delayed for a period of six months after the Participant's termination of employment if the Participant is a "specified employee" as defined under Section 409A and if required pursuant to Section 409A. If payment is delayed, the Performance Share Units shall be settled and paid within thirty (30) days after the date that is six (6) months following the Participant's termination of employment. Payments with respect to the Performance Share Units may only be paid in a manner and upon an event permitted by Section 409A, and each payment under the Performance Share Units shall be treated as a separate payment, and the right to a series of installment payments under the Performance Share Units shall be treated as a right to a series of separate payments. In no event shall the Participant, directly or indirectly, designate the calendar year of payment. The Company may change or modify the terms of this Award Agreement without the Participant's consent or signature if the Company determines, in its sole discretion, that such change or modification is necessary for purposes of compliance with or exemption from the requirements of Section 409A or any regulations or other guidance issued thereunder. Notwithstanding the foregoing, the Company makes no representations and/or warranties with respect to compliance with Section 409A, and the Participant recognizes and acknowledges that Section 409A could potentially impose upon the Participant certain taxes and/or interest charges for which the Participant is and shall remain solely responsible.

20. **Time for Acceptance.** Unless the Participant shall evidence acceptance of this Performance Share Unit Award Agreement by electronic or other means prescribed by the Committee within ninety (90) days after its delivery, the Performance Share Units shall be null and void (unless waived by the Committee).

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Award Agreement, and the Participant has executed this Award Agreement, effective as of the Date of Grant.

HAEMONETICS CORPORATION

Name:
Title:

I hereby accept the award of Performance Share Units described in this Award Agreement, and I agree to be bound by the terms of the Plan and this Award Agreement. I hereby agree that all decisions and determinations of the Committee with respect to the Performance Share Units shall be final and binding.

Date

Participant

*Appendix A omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished as a supplement to the Securities and Exchange Commission upon request.

CERTIFICATION

I, Christopher A. Simon, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Haemonetics 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 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 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.

August 8, 2023

/s/ Christopher A. Simon

Christopher A. Simon, President and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION

I, James C. D'Arecca, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Haemonetics 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 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 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.

August 8, 2023

/s/ James C. D'Arecca

James C. D'Arecca, Executive Vice President, Chief Financial Officer

(Principal Financial Officer)

Certification Pursuant To
18 USC. Section 1350,
As Adopted Pursuant To
Section 906 of the Sarbanes/Oxley Act of 2002

In connection with the Quarterly Report of Haemonetics Corporation (the "Company") on Form 10-Q for the period ended July 1, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Christopher A. Simon, President and Chief Executive Officer of the Company, certify, pursuant to Section 1350 of Chapter 63 of Title 18, United States Code, that this Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in this Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 8, 2023

/s/ Christopher A. Simon
Christopher A. Simon,
President and Chief Executive Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Haemonetics and will be retained by Haemonetics and furnished to the Securities and Exchange Commission or its staff upon request.

Certification Pursuant To
18 USC. Section 1350,
As Adopted Pursuant To
Section 906 of the Sarbanes/Oxley Act of 2002

In connection with the Quarterly Report of Haemonetics Corporation (the "Company") on Form 10-Q for the period ended July 1, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, James C. D'Arecca, Executive Vice President, Chief Financial Officer of the Company, certify, pursuant to Section 1350 of Chapter 63 of Title 18, United States Code, that this Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in this Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 8, 2023

/s/ James C. D'Arecca

James C. D'Arecca,

Executive Vice President, Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Haemonetics and will be retained by Haemonetics and furnished to the Securities and Exchange Commission or its staff upon request.