

MillerKnoll



**Notice of 2025 annual meeting of
shareholders and proxy statement**

Meeting Date:
October 13, 2025



To our shareholders:

MillerKnoll delivered a strong finish to fiscal year 2025. In a year marked by uncertainty, we leveraged the power of our collective, diversified business model, and global operations network to navigate the environment and deliver year-over-year sales growth. We brought innovative and more sustainable products to market, enhanced our global footprint, and strengthened our presence in key design markets with new flagship locations that demonstrate the range of our industry-leading portfolio. We also grew our product offerings in resilient sectors, such as healthcare, and expanded our retail presence in key markets.

Delivering Innovative Experiences

Our contract showrooms continue to serve as critical points of conversion, connecting customers directly with our brands, products, and sales teams. Over the past year, we reimagined several of these spaces to deliver a more cohesive and inspiring experience.

Leveraging insights from our dealer network and design partners, we opened flagship locations in Chicago, London, and New York that blend contract showrooms with retail experiences across our collective. These integrated showrooms elevate customer engagement and showcase the breadth of our portfolio across home, work, and beyond.

Most recently, in June, we unveiled our newest design center in Chicago's vibrant Fulton Market district during Design Days, a marquee event in contract furniture. We welcomed customers, dealers, partners, and design enthusiasts to explore our broad portfolio, including thirty new products, and to experience how we deliver real-world solutions through intentional, human-centered design. The response to our new space was overwhelmingly positive, driving an eleven percent increase in booked appointments compared to last year.

MillerKnoll London, our first flagship outside the U.S., has been a success since it opened last fall. In May, we welcomed more than 4,000 customers,

A&D partners, dealers, and commercial real estate professionals during Clerkenwell Design Week, a premier event for contemporary furniture and interior design. With the addition of a NaughtOne showroom nearby, we are offering an enhanced experience for customers, dealers, and the design community across the U.K. and Europe. As a result, we have seen increased sales and order volume in these regions.

With rising customer visits and deeper engagement across these new locations, we are well positioned to capitalize on our product and brand leadership as market conditions improve.

Beyond our showrooms, we are offering a new way to engage with our brands through the MillerKnoll Archives, which opened in June at our Design Yard location in Michigan. This state-of-the-art facility invites customers, dealers, and design partners to explore more than a century of design leadership and see firsthand how we helped shape the modern workspace and home.



Fueling the Contract Market with Innovation

As organizations elevate the workplace experience to attract and retain talent, we advanced our product innovation strategy to meet evolving needs, guided by proprietary research showing that meaningful interactions are key drivers for returning to the office. In response, we introduced Knoll Dividends Skyline, which enhances adaptability and performance in open-plan settings, designed to bring more flexibility and performance to work environments.

We also made significant strides in growing our presence within resilient verticals such as healthcare and higher education, sectors that align with our expertise and offer long-term growth potential beyond the home and office. Herman Miller launched the Gemma Collection, a new line of modular seating designed for healthcare environments, marking a major step in bringing our design leadership and ergonomic innovation into spaces focused on care. Additionally, we introduced a new, dedicated space showcasing healthcare solutions in MillerKnoll Fulton Market, giving customers and partners a firsthand look at how healthcare products such as Gemma can transform clinical and administrative settings.

In higher education, Muuto and HAY offer a broad range of ancillary solutions that help colleges and universities create inviting lounges, meeting spaces, and dining areas to support growing student populations. We are also unlocking new potential with Herman Miller Gaming. Recently, we partnered with a university to design a state-of-the-art esports arena.

Driving Growth Through Retail Expansion

Similar to our showrooms, our retail studios are essential brand touchpoints and a strategic area of investment. Throughout the year, we continued to execute on our retail strategy, enhancing the customer experience, increasing operational efficiency, and broadening our reach.

During fiscal 2025, we opened four new stores, including DWR studios in Palm Springs, California, timed with Modernism Week, and Paramus, New Jersey, as well as Herman Miller stores in Fairfax, Virginia and Coral Gables, Florida. We expanded our retail product assortment significantly, with new launches increasing 50% compared to the prior year. We will continue to build upon our product assortment, increase our eCommerce penetration and expand our brand awareness through targeted marketing investments designed to introduce our brand to new customers.

In fiscal 2026, we plan to open an additional 10 to 15 new stores across the U.S., advancing our goal to more than double the footprint of our DWR and Herman Miller stores in North America over the next several years. At the same time, we are expanding the depth and breadth of our product assortment.

Our disciplined retail execution and customer-centric strategy position us to capture emerging retail demand, particularly as housing market conditions improve.

Designing a Better World

Our strength comes from our talented team, and we are proud of the robust employee tenure at MillerKnoll. Through our Watercarrier program, we recognized nearly 1,000 employees with 20 or more years of service this year, celebrating their enduring contributions across our global teams.

Our purpose—design for the good of humankind—inspires us to use the power of design to improve people's lives. We published our 2024 Better World Report to track and share performance behind the programs that support our people, planet, and community.

Thanks to the thoughtful work of the MillerKnoll Foundation, we were recognized as one of the most community-minded companies in the U.S. through The Civic 50 by Points of Light, the world's largest organization dedicated to volunteerism. This recognition reflects the impact of initiatives such as our company-wide Day of Purpose, which gives employees time to serve their communities and vote. In 2025, that commitment inspired nearly 400 volunteer events around the world, underscoring the power of our people and the strength of our shared purpose.

This year marked meaningful progress and transformation, all aimed at reinforcing our diversified businesses and setting the stage for future growth. Our continued focus on design excellence and global expansion will be key drivers of long-term success. While demand pressures persist, the strength of our business and our ability to adapt have positioned us well for the road ahead. We are optimistic about the future and thank you for your ongoing support.



BOARD OF DIRECTORS¹

Michael A. Volkema

Chair since 2000 and Director since 1995

Tina Edekar Edmundson

Director since 2024

Douglas D. French

Director since 2002

Jeanne K. Gang

Director since 2024

John R. Hoke III

Director since 2005

Lisa A. Kro

Director since 2012

John T. Maeda

Director since 2024

Heidi J. Manheimer

Director since 2014

Andi R. Owen

President and CEO, and Director since 2018

Michael C. Smith

Director since 2019

Michael R. Smith

Director since 2021

BOARD COMMITTEES²

Audit

Lisa A. Kro (Chair)

John T. Maeda

Heidi J. Manheimer

Michael R. Smith

Compensation

Michael C. Smith (Chair)

Tina Edekar Edmundson

Douglas D. French

Governance and Corporate Responsibility

John R. Hoke III (Chair)

Jeanne K. Gang

Michael R. Smith

EXECUTIVE OFFICERS

Andi R. Owen

President and Chief Executive Officer
Elected as an executive officer in 2018

Christopher M. Baldwin

Group President, MillerKnoll
Elected as an executive officer in 2021

John P. Michael

President, North America Contract
Elected as an executive officer in 2020

Jacqueline H. Rice

Chief Legal Officer and Corporate Secretary
Elected as an executive officer in 2019

Jeffrey M. Stutz

Chief Financial Officer
Elected as an executive officer in 2009

Megan C. Lyon

Chief Strategy and Technology Officer
Elected as an executive officer in 2019

Debbie F. Propst

President, Global Retail
Elected as an executive officer in 2020

B. Ben Watson

Chief Creative and Product Officer
Elected as an executive officer in 2010

¹ As of Proxy Record Date, August 15, 2025.

² Ad hoc committees may be commissioned from time to time.

NOTICE OF ANNUAL MEETING OF SHAREHOLDERS

October 13, 2025

10:30 am Eastern Daylight Time (“EDT”)

MillerKnoll, Inc. will hold a virtual annual shareholders meeting at www.virtualshareholdermeeting.com/MLKN2025

Items of Business

MillerKnoll, Inc. (“we,” “us,” “our,” the “Company,” or “MillerKnoll”) will ask shareholders to vote on the proposals listed in the table below and consider any other matters as may properly come before the meeting or any adjournment or postponement thereof:

Proposal	Board Recommendation
1. Elect three directors each for a term of three years	FOR
2. Approve, on an advisory basis, the Company’s Named Executive Officer compensation	FOR
3. Ratify the Audit Committee’s selection of KPMG LLP as MillerKnoll, Inc.’s independent registered public accounting firm for fiscal 2026	FOR
4. To approve the MillerKnoll, Inc. 2025 Long-Term Incentive Plan	FOR

IMPORTANT NOTICE REGARDING THE AVAILABILITY OF PROXY MATERIALS FOR THE SHAREHOLDER MEETING TO BE HELD ON OCTOBER 13, 2025:

Our Proxy Statement and Annual Report on Form 10-K are available at www.proxyvote.com.

How to Vote

Shareholders of record at the close of business on August 15, 2025 (the “Record Date”), will be eligible to vote at this year’s Annual Meeting. Voting in advance of the Annual Meeting is encouraged, even if you plan to attend. If you hold shares through a brokerage firm, bank, or other nominee, follow the voting instructions they provide. If you hold shares directly, you can vote by any of the following methods:



INTERNET

Visit www.proxyvote.com
until 11:59 pm ET
on October 12, 2025⁽¹⁾



TELEPHONE

Call 1 800 690 6903
until 11:59 pm ET
on October 12, 2025⁽¹⁾



MAIL

Mark, sign, date, and mail
proxy card. Must be received
by October 8, 2025



ONLINE AT THE MEETING

Shareholders of record
may vote during the
meeting as indicated below

⁽¹⁾ For shares held directly, vote by 11:59 P.M. Eastern Time on October 12, 2025. For shares held in a plan, such as the MillerKnoll Retirement Plan, vote by 11:59 P.M. Eastern Time on October 8, 2025.

As a shareholder, you are cordially invited to attend the virtual meeting on Monday, October 13, 2025, beginning promptly at 10:30 am EDT. Fifteen minutes prior to start time, you should log on at www.virtualshareholdermeeting.com/MLKN2025 to complete online check-in procedures. You will be required to enter your 16-digit control number included in your Notice of Internet Availability of the Proxy Materials (the “Notice of Internet Availability”), on your proxy card, or on the instructions that accompanied your proxy materials. During the virtual meeting, you will be able to listen, vote shares electronically, and submit questions. There will be no physical location for shareholders to attend.

By Order of the Board of Directors of MillerKnoll, Inc.

Jacqueline H. Rice

Chief Legal Officer and Corporate Secretary
August 29, 2025

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BUSINESS OVERVIEW

As a global leader of design, MillerKnoll and our collective of dynamic brands have led conversations on design for over 100 years, and we continue to drive our industry forward with visionary thinking and a purposeful approach. From the spaces we make that help us live and work better, to how we manufacture our products, to the ways we solve challenges facing our customers and global community, design is our tool for creating positive impact. Our optimism leads us as we redefine modern for the 21st century, and design a future that is more sustainable, caring, and beautiful for all people and our planet.

FINANCIAL HIGHLIGHTS FROM FISCAL 2025

During fiscal year 2025, MillerKnoll focused on investing in opportunities to grow market share, and leveraging our design leadership to grow sales amid a dynamic macroeconomic environment. In 2025, MillerKnoll net sales increased 1.1% and 1.6%⁽¹⁾ on a reported and organic basis, respectively. Operating margin declined by 320 basis points and 40 basis points⁽¹⁾ on a reported and adjusted basis, respectively.

Net sales within the North America Contract segment increased by 2.2% on a reported basis and 2.4%⁽¹⁾ on an organic basis. Our Global Retail segment saw a 1.5% reported and a 0.3%⁽¹⁾ organic net sales decline over the prior year. The International Contract segment net sales increased by 2.2% on a reported basis and 2.7%⁽¹⁾ organically.

Gross margin of 38.8% represented a decline over the prior year of 30 basis points. Gross margin decline in the year was driven primarily by the impact of tariff actions and unfavorable product and channel mix. These factors more than offset favorable margin impact from incremental pricing actions.

Reported operating expenses of \$1.37 billion were \$119.8 million above the prior year. On an adjusted basis, operating expenses of \$1.17 billion⁽¹⁾ were \$17.1 million below the prior year.

On a reported basis, operating earnings of \$50.5 million and operating margin of 1.4% were below the prior year's figures of \$167.2 million and 4.6%. On an adjusted basis, we achieved operating earnings of \$248.7 million⁽¹⁾ and a 6.8%⁽¹⁾ adjusted operating margin for fiscal 2025 compared to adjusted operating earnings of \$262.2 million⁽¹⁾ and a 7.2%⁽¹⁾ adjusted operating margin in the prior year.

Loss per share for the full year totaled \$(0.54) compared to an earnings per share of \$1.11 last year. On an adjusted basis, earnings per share totaled \$1.95⁽¹⁾ in the current fiscal year compared to \$2.08⁽¹⁾ in fiscal 2024.

We reported a net operating cash inflow of \$209.3 million in fiscal 2025. The decrease in cash inflow, compared to prior year cash inflow of \$230.4 million, is due primarily to a net increase in working capital. Capital expenditures for the year totaled \$107.6 million, and the Company paid \$51.7 million in dividends. The Company ended the fiscal year with a cash position of \$193.7 million.

⁽¹⁾ Non-GAAP measurements; see [Appendix A](#) for reconciliations and explanations.

PROXY STATEMENT SUMMARY

This section highlights certain important information presented in this Proxy Statement and is intended to assist you in evaluating the matters to be voted on at our Annual Shareholder Meeting to be held on Monday, October 13, 2025. We encourage you to read this Proxy Statement in its entirety before you cast your vote. For more information regarding MillerKnoll’s fiscal 2025 performance, please review our Annual Report on Form 10-K for the fiscal year ended May 31, 2025.

Proposals and Voting Recommendations

PROPOSAL 1 | ELECTION OF DIRECTORS

The Board of Directors of the Company has nominated the following three directors, previously elected by our shareholders for re-election to the Board: Lisa A. Kro, John T. Maeda, and Michael C. Smith. The Board approved each of the nominees following the recommendation of our Governance and Corporate Responsibility Committee.

✓

The Board of Directors recommends a vote “FOR” the election of each of the nominees to serve as directors.

For details, see page 4.

PROPOSAL 2 | ADVISORY VOTE TO APPROVE NAMED EXECUTIVE OFFICER COMPENSATION

Our shareholders have the opportunity to participate in an advisory vote on the compensation of the executive officers named in this Proxy Statement (our “Named Executive Officers” or “NEOs”) on an advisory and annual basis (the “say-on-pay” proposal).

✓

The Board of Directors recommends a vote “FOR” the advisory vote to approve the Company’s Named Executive Officer compensation.

For details, see page 19.

PROPOSAL 3 | RATIFICATION OF AUDIT COMMITTEE’S SELECTION OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Our Audit Committee has appointed KPMG LLP as our independent registered public accounting firm for the fiscal year ending May 30, 2026. Representatives of KPMG LLP will participate in the Annual Meeting of Shareholders and will be available to respond to appropriate questions. Shareholders may submit questions online at www.virtualshareholdermeeting.com/MLKN2025. The KPMG LLP representatives will have the opportunity to make a statement if they desire.

✓

The Board of Directors recommends a vote “FOR” this proposal to ratify the appointment of KPMG LLP as our Company’s Independent registered accounting firm for 2026.

For details, see page 48.

PROPOSAL 4 | APPROVE THE MILLERKNOLL, INC. 2025 LONG-TERM INCENTIVE PLAN

The Board has adopted, subject to shareholder approval, the MillerKnoll, Inc. 2025 Long-Term Incentive Plan (the “Plan”). The Plan is an amendment and restatement of our existing MillerKnoll, Inc. 2023 Long-Term Incentive Plan approved by our shareholders in 2023.

✓

The Board of Directors recommends a vote “FOR” the approval of the MillerKnoll, Inc. 2025 Long-Term Incentive Plan.

For details, see page 50

PROPOSAL 1

ELECTION OF DIRECTORS

The Board of Directors of the Company has nominated the following three directors, previously elected by our shareholders for re-election to the Board: Lisa A. Kro, John T. Maeda, and Michael C. Smith. All nominees are nominated to serve a 3-year term. The Board approved each of the nominees following the recommendation of our Governance and Corporate Responsibility Committee.

More information about the nominees and the directors who will continue in office following the Annual Meeting is provided below. Unless otherwise directed by a shareholder's proxy, the persons named as proxy holders in the accompanying proxy will vote for the nominees named above. If any of the nominees becomes unavailable, which we do not anticipate, the Board of Directors may designate substitute nominees at its discretion. In that event, your proxy will be voted for the substituted nominees unless you have withheld authority to vote for directors. Shares cannot be voted for a greater number of people than the number of nominees named.

Our Bylaws provide that each director will be elected by the majority of the votes cast with respect to that director's election at any meeting of shareholders for the election of directors, other than a contested election. A majority of the votes cast means that the number of votes cast "for" a director's election exceeds the number of votes "withheld" with respect to that director's election. In a contested election, each director will be elected by a plurality of the votes cast with respect to that director's election at the meeting. An election is considered contested if the number of persons properly nominated to serve as directors exceeds the number of directors to be elected at that meeting.

In an uncontested election of directors, any nominee for director who is already serving as a director and receives a greater number of votes "withheld" from his or her election than votes "for" his or her election (a "majority against vote") is required to promptly tender his or her offer of resignation. Abstentions and broker non-votes are not counted as votes cast either "for" or "withheld" with respect to that director's election. The Governance and Corporate Responsibility Committee of the Board will then promptly consider the offer of resignation submitted by a director receiving a majority against vote, and that Committee will recommend to the Board whether to accept or reject the tendered offer of resignation or whether other action is recommended.

The Board must act on the tendered offer of resignation no later than 90 days following the certification of the shareholder vote for the meeting at which the election occurred. In considering the Committee's recommendation, the Board will consider the factors presented by the Committee and such additional information and factors the Board believes to be relevant. The Company will promptly publicly disclose the Board's decision on whether to accept the resignation as tendered, including a full explanation of the process by which the decision was reached and the reasons for the Board's decision. Any director who tenders a resignation pursuant to those procedures may not participate in the Committee recommendation or the Board consideration regarding whether to accept the tendered resignation.

The Board of Directors currently consists of 11 directors, 10 of whom are independent. Candace Matthews resigned from the Board, effective February 15, 2025. The Company was grateful for Ms. Matthews' service during her four years on the Board. In connection with Ms. Matthew's departure from the Board, the Board size was reduced from 12 members to the current 11 members. On July 15, 2025, Michael Volkema, the Chair of the Board of Directors, advised the Company that he is retiring from the Board when his current term ends at the Company's 2025 Annual Meeting of Shareholders. The Company is profoundly grateful for Mr. Volkema's dedicated service to the Company, including 9 years as its President and CEO and 25 years as a director and Board Chair. Mr. Volkema served the Company with steadfast commitment, strategic insight, and deep values. He helped shape the Company's trajectory, including the acquisition of Knoll in 2021, and positively impacted many lives throughout his tenure.

At the time of Mr. Volkema's retirement, the Board size will be reduced to 10 members. Our Bylaws require that directors be divided into three classes, each class to be as nearly equal in number as possible. Members of each class hold office until the third succeeding annual meeting following their election (other than new directors elected to a class in the middle

of the three-year term for that class) and until their successors are duly elected and qualified, or until their removal or resignation.

The Board of Directors recommends a vote “FOR” the election of each of the nominees to serve as directors.

Our Nominees and Directors

Certain information with respect to the nominees for election at the Annual Meeting, as well as for each of the other directors, is included on the following pages, including their names, ages, a brief description of their recent business experience (including present employment), certain directorships that each person held during the last five years, and the year in which each person became a director of the Company. We have also included additional information about each director describing some of the specific experiences, qualifications, attributes, or skills that each one possesses that the Board believes has prepared them to be effective directors.

Nominees for Election Whose Terms Expire in 2028

Lisa A. Kro



Age 60

Director since 2012

Board Committees

- Audit (Chair)

Principal Occupation(s) During Past Five Years:

Chief Financial and Administrative Officer, Ryan Companies, Since 2019

Other Public Directorships:

First Solar, Inc.

Ms. Kro is the Chief Financial and Administrative Officer at Ryan Companies, a national real estate services company. From 2010 to 2018, she co-founded and was Managing Director at the private equity firm Mill City Capital. From 2004 to 2010, Ms. Kro was the Chief Financial Officer and a Managing Director of Goldner Hawn Johnson & Morrison, which is also a private equity firm. Prior to joining Goldner Hawn, she was a partner at KPMG LLP, an international public accounting firm.

Ms. Kro's service in auditing, as well as her experience in the finance and capital environments, enable her to contribute to a number of financial and strategic areas of the Company. Her experience on other boards, including serving as the financial expert on the Audit Committee of another publicly traded company, First Solar, Inc., contributes to the oversight of the Company's financial accounting controls and reporting.

John T. Maeda



Age 58

Director since 2024

Board Committees

- Audit

Principal Occupation(s) During Past Five Years:

Vice President of Engineering, Head of Computational Design / AI Platform, Microsoft, Since 2022

Chief Technology Officer, Everbridge, 2020 – 2022

Executive Vice President and Chief Experience Officer, Publicis Sapient, 2019 – 2020

Head of Computational Design and Inclusion, Automatic, 2016 – 2019

Other Public Directorships:

Sonos, Inc., 2012 – 2020

Mr. Maeda is a well-known technologist, educator, and investor. As Vice President of Engineering, Head of Computational Design for Microsoft's AI Platform, he designs how software developers use AI models to their fullest. Prior to Microsoft, John dedicated his career to advancing design and innovative technologies in risk management at Everbridge, early-stage startups at KleinerPerkins, and cloud publishing at Automatic. He also served as the 16th President of the Rhode Island School of Design and led research at the MIT Media Lab. John is the author of five books on simplicity and leadership and has exhibited his contemporary art worldwide. He brings board experience having served on the Board of Directors for Sonos, Inc.

Mr. Maeda brings insightful thought leadership on using design to improve processes and outcomes in businesses, products, and user experiences. His board experience and executive roles in publicly traded multinational technology companies position him to be a key thought partner on issues at the intersection of design and technology.

Michael C. Smith



Age 55

Director since 2019

Board Committees

- Compensation (Chair)

Principal Occupation(s) During Past Five Years:

Co-founder and General Partner, Footwork, Since 2021
President and Chief Operating Officer, Stitch Fix, Inc., 2019 – 2021

Other Public Directorships:

Ulta Beauty, Inc.

Mr. Smith is the Co-Founder and General Partner of Footwork Venture Capital, an early-stage venture capital firm. He previously served as President, Chief Operating Officer (COO), and interim Chief Financial Officer of Stitch Fix, an online personal styling platform with more than 2.9 million clients. Prior to Stitch Fix, he was COO at Walmart.com, overseeing all operations for a \$5 billion division, including one of the most successful multichannel offerings in the industry. Mr. Smith has been an innovative leader in the digital and fast-paced online consumer sectors for more than 15 years, with leadership positions in eCommerce, operations, customer experience, and finance. He joined Stitch Fix in 2012 and was instrumental in helping to scale the business from a small start-up to the innovative public company it is today.

Mr. Smith's expertise and passion for building smart, efficient, and customer-centric online experiences helps the Company improve its customer experience initiatives and the growth of global businesses.

Directors Whose Terms Expire in 2026

Jeanne K. Gang



Age 61

Director since 2024

Board Committees

- Governance and Corporate Responsibility

Principal Occupation(s) During Past Five Years:

Founding Partner, Studio Gang Architects, Ltd, Since 1997

Other Public Directorships: *None*

Ms. Gang is an internationally renowned architect known for designing striking places that strengthen connections between people, communities, and the natural world. She is the founding partner of the architecture and urban design practice Studio Gang, whose award-winning portfolio includes the Gilder Center at the American Museum of Natural History; a new United States Embassy in Brazil; and an expansion of the Clinton Presidential Center. A MacArthur Fellow and a Professor in Practice at the Harvard Graduate School of Design, Ms. Gang has been named one of TIME Magazine's most influential people in the world. She has authored four books on architecture, and her work has been exhibited widely.

Ms. Gang's service on the Board underscores MillerKnoll's commitment to designing a better world. Her deep expertise in architecture, design, and ability to create innovative architectural and urban development solutions will positively influence and challenge the Company's sustainability initiatives.

Andi R. Owen



Age 60

President and CEO, and Director since 2018

Principal Occupation(s) During Past Five Years:

President and CEO, MillerKnoll, Inc., Since 2018

Other Public Directorships:

Taylor Morrison Home Corp.

Ms. Owen serves as the Company's President and Chief Executive Officer, a role she has held since August 2018. Prior to joining the Company, she served a 25-year career at Gap Inc., where she most recently acted as Global President of Banana Republic, from 2014 to 2017, leading 11,000 employees in over 600 stores across 27 countries.

Ms. Owen is the only member of Company management on the Board of Directors. She has a diversified skill set that aligns with the strategic direction of MillerKnoll today, ranging from digital and omni-channel transformation to design, development, and supply chain management, making her an important contributor to the Board.

Michael R. Smith



Age 61

Director since 2021

Board Committees

- Audit
- Governance and Corporate Responsibility

Principal Occupation(s) During Past Five Years:

Executive Vice President and Chief Financial Officer, McCormick & Company, Inc., 2016 - 2025

Other Public Directorships:

Church & Dwight Co, Inc.

Mr. Smith was most recently Executive Vice President and Chief Financial Officer for McCormick & Company, Inc., a publicly held consumer packaged goods company. In his role, Mr. Smith was responsible for McCormick's Transformation and Technology function with oversight in related areas such as cybersecurity. He also served as a member of McCormick's Management Committee. In July 2024, he was elected as independent director to the Board of Directors of Church & Dwight Co., Inc. and was appointed to serve on their Audit Committee.

Over his 30-year career with McCormick, he served in a variety of financial leadership roles including Senior Vice President Capital Markets and Chief Financial Officer for North America, Chief Financial Officer for EMEA, Vice President Treasury and Investor Relations, and Vice President Finance and Administration for U.S. Consumer Products. Mr. Smith is a certified public accountant and prior to joining McCormick, he began his career at Coopers & Lybrand.

Mr. Smith's financial leadership in areas including strategic planning, cost management, shared services, and acquisitions provide a critical perspective to management and the Board of Directors.

Directors Whose Terms Expire in 2027

Tina Edekar Edmundson



Age 59

Director since 2024

Board Committees

- Compensation

Principal Occupation(s) During Past Five Years:

President, Luxury, Marriott International, Inc., Since 2023
Global Brand Officer, Marriott International, Inc., From 2013 – 2023

Other Public Directorships: *None*

Ms. Edmundson has set a new standard for creativity and innovation across luxury and lifestyle hospitality. In her current role as the inaugural President, Luxury at Marriott International, she oversees the company's global brand and operations strategy for their luxury portfolio, which includes more than 500 hotels in 38 countries across eight coveted brands, including The Ritz-Carlton, Ritz-Carlton Reserve, St. Regis, EDITION, Bvlgari Hotels & Resorts, W Hotels, The Luxury Collection, and JW Marriott. She brings over 25 years of experience transforming brands that inspire travel for customers, including her 16-plus-year career at Marriott International and previous hospitality experience working with Starwood Hotels and Resorts.

Ms. Edmundson's proven ability to successfully launch and transform brands, craft exceptional customer experiences, and capitalize on strategic business opportunities within the global and luxury market spaces complements the Company's strategic priorities and make her a valuable contributor to the Board.

Douglas D. French



Age 71

Director since 2002

Committees:

- Compensation

Principal Occupation(s) During Past Five Years:

Managing Director, Santé Health Ventures, Since 2007

Other Public Directorships: *None*

Mr. French has served as a founding partner of Santé Health Ventures, an early-stage healthcare venture fund, since 2007. Prior to co-founding Santé Health Ventures, he served as the President and Chief Executive Officer of Ascension Health, the largest not-for-profit health system in the U.S. Mr. French has also served as CEO for St. Mary's Medical Center and St. Vincent Health System, both of Midwest Indiana. He has more than three decades of health management experience, including serving as a director for numerous public and private companies.

Mr. French's governance experience, as well as his leadership roles and expertise in the health management industry, provides a valuable resource to management and the Board of Directors.

John R. Hoke III



Age 60

Director since 2005

Committees:

- Governance and Corporate Responsibility (Chair)

Principal Occupation(s) During Past Five Years:

Chief Innovation Officer, Nike, Inc., Since 2023

Chief Design Officer, Nike, Inc., From 2017 – 2023

Other Public Directorships: *None*

Since joining Nike, Inc., a marketer of athletic footwear, apparel, equipment, accessories, and services, in 1993, Mr. Hoke has led the communication of Nike's culture of creativity and innovation internally and externally. He is currently the Chief Innovation Officer, leading the company's design team, which includes more than 1,000 product and industrial designers, graphic designers, and fashion designers, as well as architects, interface, and digital content designers to strategically amplify and accelerate innovation for Nike's next chapter of growth. He previously served as Chief Design Officer from 2017 to 2023, and Vice President of Global Design from 2010 to 2017. Mr. Hoke has also served as a director of several not-for-profit organizations relating to art and design.

Mr. Hoke's design expertise, both domestically and internationally, including his leadership role in a major global enterprise, brings an additional, insightful perspective to the Company's Board of Directors.

Heidi J. Manheimer



Age 62

Director since 2014

Committees:

- Audit

Principal Occupation(s) During Past Five Years:

Executive Chair, Surratt Cosmetics LLC, Since 2017

Other Public Directorships: *None*

Ms. Manheimer is the Executive Chair of Surratt Cosmetics LLC, a customizable beauty products and cosmetics company. Ms. Manheimer was an independent consultant from 2015 to 2017. She served as the Chief Executive Officer of Shiseido Cosmetics America, a global leader in skincare and cosmetics, from 2006 to 2015, as President of US Operations from 2002 to 2006, and as Executive Vice President and General Manager from 2000 to 2002. Prior to that, she spent seven years at Barney's New York and seven years at Bloomingdale's in the beauty care divisions, rising to senior leadership positions within each company. Ms. Manheimer currently sits on the Board of Directors of Burton Snowboards, having been appointed in 2006. For many years, she has served on nonprofit and trade association boards, and she was elected Chair of the Cosmetic Executive Women Foundation in 2014.

Ms. Manheimer's extensive experience as a senior executive in the retail industry, experience with both eCommerce and international business platforms, and service as a board member for both for-profit and nonprofit businesses provide a valuable resource to management and the Board of Directors.

Director Nominations by Shareholders

The Governance and Corporate Responsibility Committee has not received nominations from any of our shareholders in connection with our 2025 Annual Meeting.

CORPORATE GOVERNANCE AND BOARD MATTERS

Board Governance Guidelines

Our Board of Directors is committed to sound and effective corporate governance practices, ethical conduct, and strong oversight of key topics including enterprise risk management, executive compensation, and cybersecurity, among others. These practices reflect the Board’s long-standing philosophy that a proper structure, appropriate policies and procedures, and reflective cultural factors provide the cornerstone to good governance. The Board documented those practices by adopting our Board Governance Guidelines (the “Guidelines”). These Guidelines address governance philosophy, director responsibilities, the composition of the Board, required Board meetings and materials, and other corporate governance matters. Under the Guidelines, a majority of the members of our Board must qualify as “independent” under the Nasdaq listing rules. Our Guidelines also require the Board to have an Audit Committee, a Compensation Committee, and a Governance and Corporate Responsibility Committee, and that each member of those committees qualifies as an independent director under the Nasdaq listing standards. Our Guidelines are available for review on our website at www.millerknoll.com/investor-relations/corporate-governance/governance-guidelines.

Leadership Structure

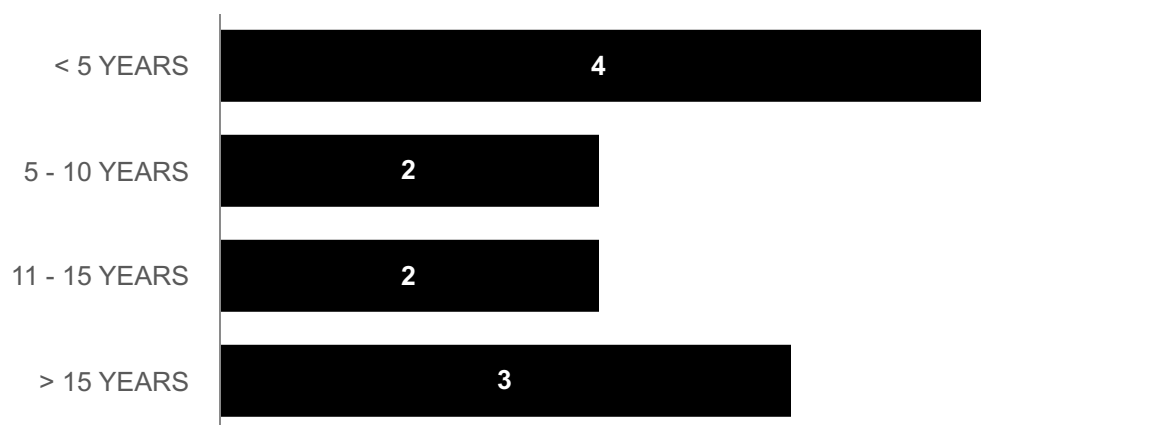
The Board believes the roles of Chief Executive Officer (“CEO”) and Chair of the Board should normally be separated. However, the Guidelines state that, if the positions are combined, the Board is to closely monitor the performance and working relationship between the CEO/Chair and the Board. In addition, if the positions are combined, the Board will establish a Lead Director who is an independent director, has appropriate authority and duties to act as a liaison between directors and the CEO/Chair, and chairs meetings of the independent directors. Consistent with our Guidelines, the roles of CEO and Chair are currently separate. Mr. Volkema currently serves as Chair of the Board. As Mr. Volkema is not an employee of the Company, he serves as a non-executive Chair.

Director Independence

As required by our Guidelines, our Board has determined that each of our directors, other than Ms. Owen, qualifies as an “independent director,” as defined in the Nasdaq listing rules, and that none of those independent directors has a material relationship with the Company outside of their directorship. The Board’s determination was made as a result of its review of a summary of completed individual questionnaires addressing the nature and extent of each member’s relationship with the Company and taking into consideration the definition of “independent director” under the Nasdaq rules. Our Board also determined that each member of the Audit Committee, Compensation Committee, and Governance and Corporate Responsibility Committee meets the independence requirements applicable to those committees as prescribed by the Nasdaq listing rules and, as to the Audit Committee, the applicable rules of the SEC.

Board Tenure

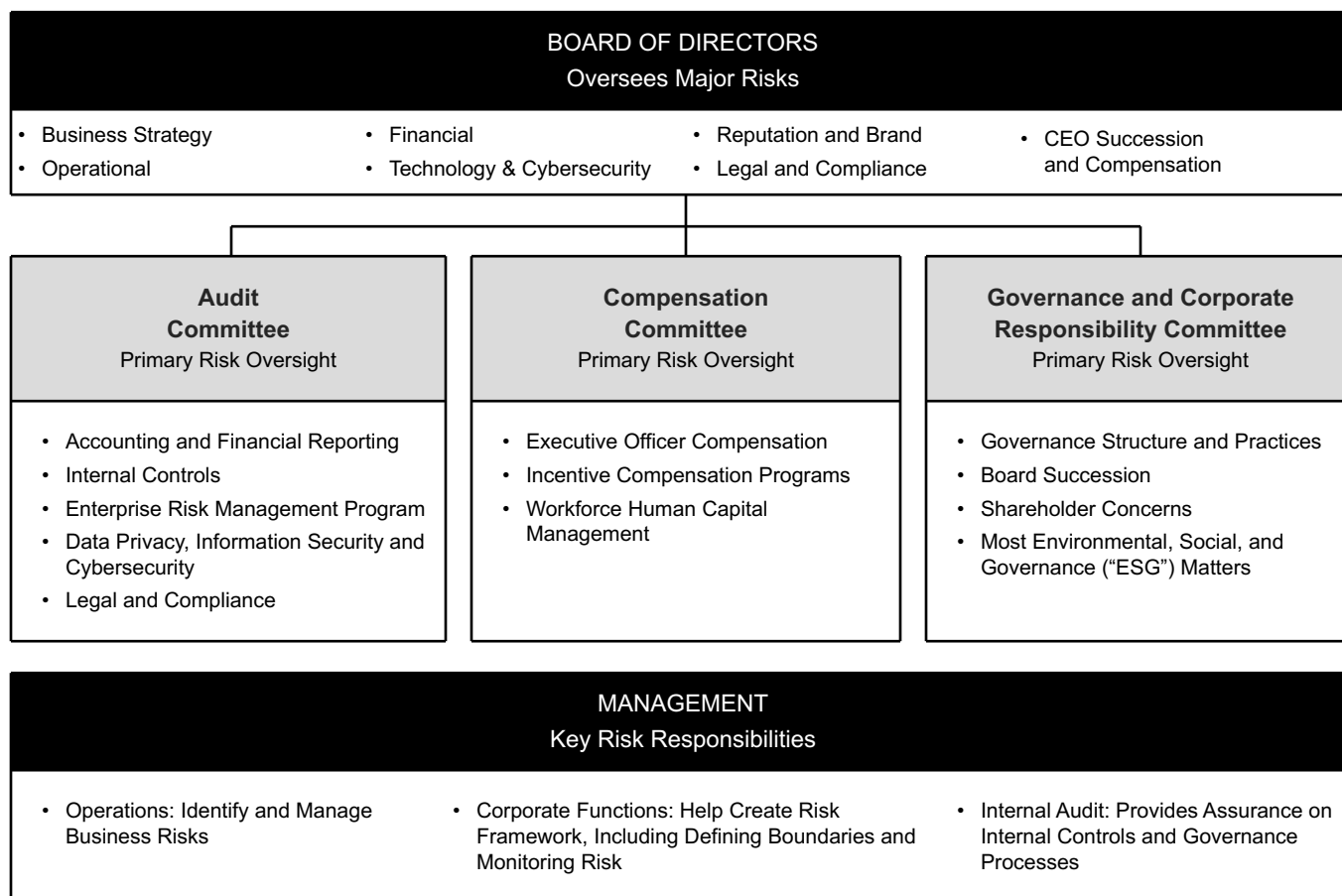
Our directors have an average tenure of 10.6 years on the Board.



Board’s Role in Risk Oversight

Under the Guidelines, the Board of Directors is responsible for evaluating CEO performance, monitoring succession planning, reviewing the Company’s major financial objectives, evaluating whether the business is being properly managed, and overseeing the processes for maintaining the integrity of the Company with respect to our financial statements, public disclosures, and compliance with laws. The Board has delegated the primary oversight for managing the risk with respect to some of these responsibilities to various Board committees as described in the committee charters.

The following chart outlines our risk management structure and responsibilities:



As part of the enterprise risk management process, the Company’s management annually engages in an enterprise risk management process, the key output of which is a series of risk matrices intended to identify and categorize strategic risks. The matrices also identify (1) those members of senior management who are responsible for monitoring each major risk, and (2) whether that risk is reviewed by the Board or a committee of the Board. The development of the matrices is facilitated by our Business Risk Group (the internal audit function of the Company), through discussions with senior management. Management and the Business Risk Group annually review and discuss the risk assessment process, top enterprise risks, and mitigation plans to address the top enterprise risks with the Audit Committee and full Board, as appropriate.

During the past fiscal year, our independent compensation consultant, Pay Governance, reviewed our compensation policies and practices to determine if those policies or practices are reasonably likely to have a material adverse impact on the Company. The Business Risk Group reviewed and agreed with Pay Governance’s report and confirmed the results with the Audit Committee in March 2025. In conducting its review of the compensation plans, the Audit Committee considered both the structure of the compensation plans and the presence of risk-mitigating features such as multi-year earning requirements, vesting provisions, and clawback provisions. Based on the evaluation, the Audit Committee agreed with management’s determination that our compensation policies and practices are not reasonably likely to have a material adverse effect on the Company.

Code of Business Conduct and Ethics

Our Board has adopted a Code of Business Conduct and Ethics that applies to all our employees, officers, and directors. This code is posted on our website at www.millerknoll.com/legal/code-of-business-conduct-and-ethics. Any changes to or waivers of the code involving any financial officer, executive officer, or member of our Board must be approved by the Board of Directors or the Governance and Corporate Responsibility Committee of the Board. If we are required by SEC rules to publicly disclose any such changes or waivers, we intend to do so on our website, millerknoll.com/investor-relations. The code was last materially modified in July 2025. The code is reviewed annually for possible modifications and some changes were made in the most recent review. The code meets the requirements of the Nasdaq listing rules.

Insider Trading Policy

The Company has adopted an insider trading policy governing the purchase, sale, and/or other disposition of its securities by its directors, officers, employees, and other covered persons. The Company believes this policy is reasonably designed to promote compliance with insider trading laws, rules, and regulations, and the exchange listing standards applicable to the Company. A copy of this policy is filed as an exhibit to our Annual Report on Form 10-K for fiscal 2025.

Meeting Attendance

Each of our directors is expected to attend all meetings of the Board and applicable committee meetings. Directors are encouraged to join the webcast for the Annual Meeting of Shareholders and all of our then-current directors did so for our 2024 Annual Meeting. During fiscal 2025, the Board held four meetings, and each director attended more than 80% of the aggregate number of meetings of our Board and the Board committees on which they served. Consistent with the requirements of our Guidelines, the independent members of our Board met in executive sessions without the presence of management after each regularly scheduled Board meeting.

Communications with the Board

Shareholders and other parties interested in communicating directly with one or more of our directors may do so by writing to *Corporate Secretary of MillerKnoll, Inc., 855 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302*. The Corporate Secretary will forward all relevant correspondence to the director or directors to whom the communication is directed.

Director Nominations

Shareholder Nominations

Our Bylaws contain certain procedural requirements applicable to shareholder nominations of directors. A summary of those requirements is set forth below, but shareholders should review our Bylaws for additional details.

Shareholders may nominate a person to serve as a director if they provide written notice to us not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the preceding year's Annual Meeting of Shareholders. However, if the date of the Annual Meeting of Shareholders is more than 30 days before or more than 60 days after such anniversary date, notice by the shareholder must be received not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the date of such Annual Meeting of Shareholders or, if the first public announcement of the date of such Annual Meeting of Shareholders is less than 100 days prior to the date of such meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Company. With respect to an election to be held at a special meeting of shareholders called for that purpose, written notice must be provided not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the date of such special meeting or, if the first public announcement of the date of such special meeting is less than 100 days prior to the date of such special meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Company.

The notice must include certain detailed information regarding the shareholder giving the notice as well as the proposed nominee. Please refer to our Bylaws for the detailed information that must be included in the notice. The shareholder must also deliver to the Company reasonable evidence that the shareholder has complied with the requirements of Rule 14a-19

of the Securities Exchange Act of 1934 (the “Exchange Act”) and such other information as may be reasonably required by the Company or the Board of Directors to, among other things, determine the eligibility of such nominee to serve as a director of the Company.

Evaluation of Candidates

Our Governance and Corporate Responsibility Committee is responsible for reviewing the qualifications and independence of the members of the Board. To meet the needs of the Company in a rapidly changing environment, the Guidelines explain that the Company requires a high-performing Board of Directors whose members meet the specific resource needs of the business and possess the necessary skills and expertise determined to support our business. To that end, the Governance and Corporate Responsibility Committee considers a number of factors it deems appropriate when considering candidates for the Board. Such factors include experience and knowledge of the Company's history and culture; technical experience and backgrounds such as manufacturing, design, marketing, technology, finance, management structure and philosophy, and experience as a senior executive in a public company. These factors, and others as considered useful by the Governance and Corporate Responsibility Committee or the Board, are reviewed in the context of an assessment of the perceived needs of the Board at a particular point in time.

A shareholder may also make a recommendation to the Governance and Corporate Responsibility Committee regarding any individual that the shareholder desires the Committee to consider for possible nomination as a candidate for election to the Board. The Board evaluates all candidates, including those that shareholders recommend, in the same manner and under the same standards.

Director Retirement Policy

Under our Bylaws and Guidelines, no person may be elected as a director after he or she attains age 72, and a director who attains age 72 while in office is required to tender his or her written resignation, which resignation shall be effective as of (or no later than) the Annual Meeting of Shareholders at or immediately after such person attains age 72.

Non-Employee Director Compensation

The *Director Compensation for Fiscal 2025* table presented below provides information on the compensation of each director for fiscal 2025. The standard annual compensation of each director is \$240,000. The Audit Committee Chair receives an additional \$25,000, the Chairs of the Compensation Committee and the Governance and Corporate Responsibility Committee each receive an additional \$20,000. The Chair of the Board of Directors receives additional annual compensation of \$120,000 and is eligible to participate in the Company's health insurance plan. Ms. Owen, the Company's President and CEO, does not receive any additional compensation for serving on the Board of Directors.

In 2025, the annual compensation and any chair's standard or chair fees (collectively, the “Annual Fee”) was payable by one or more of the following forms, as selected by each director: (1) in cash, (2) in Company shares valued as of January 15, 2025, (3) in stock options valued as of January 15, 2025, under the Black-Scholes model, (4) in deferred cash under the Amended and Restated MillerKnoll, Inc. Director Deferred Compensation Plan (the “Director Deferred Compensation Plan”) described below, (5) in deferred stock units under the Director Deferred Compensation Plan, or (6) as a contribution to the MillerKnoll Global Associate Relief Fund. Each director's selection is subject to the requirement described under “Annual Fees - Minimum Equity Component” below.

Annual Fees - Minimum Equity Component

At least 50% of each director's Annual Fee must be elected in one or more of the permissible forms of equity, which includes direct issuance of shares, deferred stock units issued under the Director Deferred Compensation Plan described below, or stock options to purchase shares of our stock. Subject to certain exceptions, options are fully vested upon grant and expire 10 years after the date of the grant. The option price is payable upon exercise in cash or, subject to certain limitations, in shares of our stock, or in a combination of shares and cash.

Deferred Compensation

The Director Deferred Compensation Plan allows non-employee directors of the Company to defer their annual director fees in either a deferred cash account or in deferred stock units.

In the deferred cash account, each account is credited with a number of units equal to a number of shares of the investment selected by the director in certain investment options which do not include Company stock. The initial value of the deferral is equal to the dollar amount of the deferral, divided by the per share fair market value of the selected investment at the time of the deferral. The units are credited with any dividends paid on the investment. The Company maintains a Rabbi Trust to fund its obligations under this plan.

If elected, deferred stock units are credited to the director in a separate deferred stock account with each unit representing one equivalent share of the Company's common stock to be issued after the deferral period. The deferred stock units are valued at the market price of the Company's common stock on the date of grant, and the value of the units credited are expensed on the date of grant. Each time a dividend is paid on the Company's common stock, the director is credited with additional deferred stock units in proportion to the amount of the dividend. At the time(s) specified by the director for receipt of this deferred compensation, these deferred stock units will be paid to the director in shares of the Company's common stock issued pursuant to the Company's long-term incentive plan. The units do not entitle the directors to the rights of holders of common stock, such as voting rights, until shares are issued.

Stock Ownership Guidelines

Director stock ownership guidelines have been in effect since 1997. These guidelines, like those applicable to management, are intended to reinforce the importance of linking shareholder and director interests. It is the policy of the Board that all directors, consistent with their responsibilities to our shareholders, hold an equity interest in the Company. Toward this end, the Board requires that each director have an equity interest after one year on the Board. The Board encourages each director, within five years after joining the Board, to have shares of common stock or options for common stock of the Company with a value of at least two and one-half times the amount of the standard annual director retainer.

Other

Directors are reimbursed for travel and other necessary business expenses incurred in the performance of their services for the Company, and they are covered under our business travel insurance policies and the Director and Officer Liability Insurance Policy.

Perquisites

Some directors' spouses or partners accompany them to attend Board meetings. The Company pays for their expenses, as well as some amenities for the directors and their spouses or partners, including some meals and social events. The total of these perquisites is less than \$10,000 per director per year. Directors are approved to purchase Company products under employee discount pricing. Except where noted in the table footnotes below, the value of this perquisite was less than \$10,000 for all directors.

Director Compensation paid during Fiscal 2025

Name	Deferred or Paid in Cash (\$) ⁽¹⁾	Stock Awards (\$) ⁽²⁾	Stock Options (\$)	All Other Compensation (\$) ⁽³⁾	Total (\$)
Tina Edekar Edmundson ⁽⁴⁾	167,917	167,916	—	—	335,833
Douglas D. French	120,000	120,000	—	—	240,000
Jeanne K. Gang ⁽⁴⁾	167,917	167,916	—	—	335,833
John R. Hoke III	104,000	156,000	—	—	260,000
Lisa A. Kro	132,500	132,500	—	—	265,000
John T. Maeda ⁽⁴⁾	134,333	201,500	—	—	335,833
Heidi J. Manheimer	117,600	122,400	—	—	240,000
Candace S. Matthews	120,000	120,000	—	—	240,000
Michael C. Smith	130,000	130,000	—	—	260,000
Michael R. Smith	72,000	84,000	84,000	—	240,000
Michael A. Volkema	180,000	180,000	—	13,945	373,945

- (1) Amounts shown include those amounts that may be deferred under the MillerKnoll, Inc. Director Deferred Compensation Plan, described above. These amounts may also reflect fees payable to the director that the director has elected to contribute to the MillerKnoll Educational Scholarship Fund, which awards college scholarships to children of employees, or the MillerKnoll Global Associate Relief Fund, which provides financial assistance to associates who experience financial hardships (both referred to as the "Fund"). During fiscal 2025, nine of the directors contributed a portion of their annual fees to the Fund.
- (2) Amounts represent the aggregate grant date fair value of stock awards computed in accordance with FASB ASC Topic 718. The assumptions used in calculating these amounts are set forth in the Company's Consolidated Financial Statements for the fiscal year ended May 31, 2025, included in our Annual Report on Form 10-K.
- (3) Represents the imputed taxable benefit received on product purchases under the employee discount program.
- (4) Amounts represented for Tina Edekar Edmundson, Jeanne K. Gang, and John T. Maeda, include a prorated payment for calendar 2024 board services performed after joining the Board in October 2024.

As of May 31, 2025, one director, Michael R. Smith, had 18,281 outstanding fully-vested stock options. No other director had outstanding stock options.

BOARD COMMITTEES

Our Board has three standing committees as discussed below. Committee responsibilities are detailed in written charters, current copies of which are available on our website at www.millerknoll.com/investor-relations/corporate-governance/board-committees.

Audit Committee

We have an Audit Committee comprised of Lisa A. Kro (Chair), John T. Maeda, Heidi J. Manheimer, and Michael R. Smith. The Board has determined that Ms. Kro is qualified as an “audit committee financial expert” within the meaning of the applicable SEC regulations. This Committee, composed entirely of independent directors under the applicable Nasdaq listing rules, as well as the requirements of the Sarbanes-Oxley Act of 2002, is responsible for overseeing management’s reporting practices, internal controls, compliance framework, and enterprise risk management on behalf of the Board of Directors. This oversight includes the quarterly evaluation of the Company’s cybersecurity risks, which are regularly reported to and discussed among members of the Board of Directors, in addition to an annual cybersecurity update to the Board of Directors. The Committee is also responsible for appointing, approving the compensation of, and overseeing our independent registered public accounting firm. The Committee’s function is more fully described in its charter, which the Board has adopted and is available on our website at https://library.hermanmiller.group/m/4a515a4de687d521/original/millerknoll_audit_committee_charter_2025.pdf. The Committee reviews the charter on an annual basis. The Audit Committee met eight times during the last fiscal year.

Compensation Committee

As of the end of fiscal 2025, our Compensation Committee was comprised of Michael C. Smith (Chair), Tina Edekar Edmundson, and Douglas D. French. The Compensation Committee recommends the annual executive incentive plan and the annual compensation of our Chief Executive Officer and President to the Board, approves the annual compensation and executive incentive plan for other executive officers, approves the grants of employee equity awards, and acts as the administrative committee for our equity-based compensation plans. A description of the Committee’s processes and procedures for the consideration and determination of executive and director compensation is set forth in the [CD&A – Roles and Responsibilities in Setting Officer Executive Compensation](#) section of this Proxy Statement. The Committee met five times during the last fiscal year.

Compensation Committee Interlocks and Insider Participation

Our Compensation Committee during fiscal 2025 consisted of Michael C. Smith (Chair), Tina Edekar Edmundson, Douglas D. French, and until her resignation from the Board, effective February 15, 2025, Candace S. Matthews. None of the foregoing has ever been an officer or employee of the Company or has had any relationship that is required to be disclosed as a transaction with a related party. In addition, no current executive officer of the Company has ever served as a member of the Board of Directors or Compensation Committee of any other entity that has or has had one or more executive officers serving as a member of our Board of Directors or Compensation Committee.

Governance and Corporate Responsibility Committee

We have a Governance and Corporate Responsibility Committee comprised of John R. Hoke III (Chair), Jeanne K. Gang, and Michael R. Smith. The Governance and Corporate Responsibility Committee develops and recommends governance standards and policies and recommends director compensation to the Board, including that of the Chair of the Board. In addition, the Committee identifies and recommends candidates for election to the Board. The Committee also reviews and assesses the effectiveness of the Company’s goals and objectives relating to environmental, social, and governance responsibility, stewardship, and sustainability practices, and recommends to the Board such measures and actions deemed appropriate by the Committee. The Committee met five times during the last fiscal year.

PROPOSAL 2

ADVISORY VOTE TO APPROVE NAMED EXECUTIVE OFFICER COMPENSATION

Consistent with our Board's recommendation, and as approved by our shareholders, we allow our shareholders the opportunity to vote on the compensation of the executive officers named in this Proxy Statement (our "Named Executive Officers" or "NEOs") on an advisory and annual basis. This vote is commonly known as the "say-on-pay" proposal. Thus, you are asked to vote on the resolution set forth below at this year's Annual Meeting.

The Compensation Committee (the "Committee") has considered the results of the 2024 advisory vote on executive compensation for which approximately 96% of the votes cast were voted for the approval, on an advisory basis, of the compensation of our Named Executive Officers as described in the 2024 Proxy Statement. The Committee believes that the total compensation paid to the Chief Executive Officer ("CEO") and the other Named Executive Officers (the "Other NEOs"), as disclosed in the [Compensation Discussion and Analysis](#) ("CD&A") section, is fair and appropriate and should be approved by our shareholders. The compensation of the Named Executive Officers is designed to vary with the results of the business and reward consistent improvement in the results delivered to shareholders. The incentive compensation each executive earns each year is directly tied to our financial and operational performance against the criteria approved by the Committee and Board. The Committee believes that the compensation paid to each NEO, as disclosed in the [CD&A](#) section, is appropriate in light of the Company's and each officer's performance during the fiscal year. In addition, each of the elements of compensation, and the total compensation opportunity at target for each officer, has been benchmarked against comparable positions in the competitive market.

Shareholders are being asked to approve the following resolution at the Annual Meeting:

"RESOLVED, that the compensation paid to the Company's Named Executive Officers, as disclosed in the Company's Proxy Statement for this Annual Meeting pursuant to the rules of the SEC, including the [Compensation Discussion and Analysis](#) section, the compensation tables, and narrative disclosure, is hereby APPROVED."

**The Board of Directors recommends a vote "FOR" the
advisory vote to approve the Company's Named Executive Officer compensation.**

This vote is advisory and non-binding; however, the Board of Directors and Committee will review and consider the voting results in connection with future deliberations concerning our executive compensation program.

COMPENSATION DISCUSSION AND ANALYSIS

This section describes the material elements of our executive compensation program. It also provides an overview of the specific decisions the Compensation Committee (the “Committee”) made for our NEOs for fiscal 2025, including the key factors that the Committee considered in determining the compensation arrangements.

Executive Summary

As a global leader of design, MillerKnoll and our collective of dynamic brands have led conversations on design for over 100 years, and we continue to drive our industry forward with visionary thinking and a purposeful approach. From the spaces we make that help us live and work better, to how we manufacture our products, to the ways we solve challenges facing our customers and global community, design is our tool for creating positive impact. Our optimism leads us as we redefine modern for the 21st century.

During fiscal 2025, we accomplished several significant milestones, including those summarized below, while continuing to navigate a challenging and dynamic macroeconomic environment. By leveraging the advantage and scale of MillerKnoll’s collective of brands, diversified business channels, and global operations, our teams continued to drive earnings power while making strategic investments for growth and efficiency. We are committed to the continued diversification of our business, expanding our scale and reach, and investing in our industry-leading position in resilient markets such as healthcare and the public sector, along with growing our retail store footprint. We continue to leverage technology to enhance the overall customer experience and provide innovative solutions. We have compelling competitive advantages, including our unmatched suite of products and formidable distribution channel with world-class dealers who are well-versed in the entire MillerKnoll product collective.

Fiscal Year 2025 Strategic Highlights

- We opened new flagship MillerKnoll locations in London, New York, and Chicago that include both contract showrooms and retail stores. These new showrooms have meaningfully elevated how we present the collective strength of our brands and products, making it easier for customers to see what’s possible in spaces that reflect the ways people work, gather, heal, and create.
- In our Contract product portfolio, we are investing in targeted R&D and innovation where we have opportunities to add new products or enhance product lines, building on our legendary product collections. Recent introductions include Knoll Dividends Skyline, offering a holistically integrated system for today’s open-plan office environments and Herman Miller Healthcare’s new Gemma seating family, designed to support the diverse needs of patients, families and caregivers in clinical settings.
- During the past year, we also continued to invest for long-term growth in our Global Retail business. In fiscal 2025, we opened four beautiful new stores, and we laid the groundwork for our plan to open an additional 10 to 15 new stores in the U.S. during fiscal 2026. These stores will include both DWR and Herman Miller store formats as we continue to capitalize on our opportunity to more than double our store footprint in North America over the next several years. Each new store has revealed a compelling halo effect of eCommerce growth and an increase in brand awareness in the relevant geographies. In addition to our store footprint growth, we have other exciting initiatives to grow the Global Retail business. We are expanding the depth and breadth of our retail product assortment, and in fiscal 2025, we grew our new product introductions by over 50%. We are also increasing our eCommerce penetration and expanding our brand awareness through targeted marketing investments for new product launches and activities and events designed to introduce our brand to new customers.
- In fiscal 2025, we published our 2024 Better World Report, detailing progress across our people, planet, and community initiatives. We were also proud to be recognized as one of the most community-minded companies in the U.S. through The Civic 50 by Points of Light, the world’s largest organization dedicated to volunteerism. That recognition was driven in part by our Global Day of Purpose, which empowers employees to give back to their communities. In 2025, this commitment inspired nearly 400 volunteer events around the world.

Executive Officers Covered by this CD&A

We are required to provide information regarding our compensation policies and decisions related to our President and Chief Executive Officer, our Chief Financial Officer, and the next three most highly compensated executive officers serving as executive officers at the end of the fiscal year. The NEOs for fiscal 2025 and their titles are presented below:

Name	Title
Andi R. Owen	President and Chief Executive Officer ("CEO")
Jeffrey M. Stutz	Chief Financial Officer ("CFO")
Christopher M. Baldwin	Group President, MillerKnoll
John P. Michael	President, North America Contract
Debbie F. Propst	President, Global Retail

Key Governance and Compensation Best Practices

The Committee believes the following strong corporate governance and compensation best practices are essential to reinforcing our strategy, culture, values, and executive compensation program:

What We Do

- ✓ Link pay to performance
- ✓ Balance long-term and short-term incentives
- ✓ Benchmark compensation against an appropriate peer group
- ✓ Maintain clawback policies for executive officers
- ✓ Conduct an annual risk assessment
- ✓ Maintain stock ownership requirements
- ✓ Engage an independent compensation consultant
- ✓ Hold executive sessions at each committee meeting

What We Don't Do

- ✗ No gross-ups for excise taxes
- ✗ No repricing of options
- ✗ No guaranteed incentive compensation
- ✗ No dividends or dividend equivalents paid on unvested equity
- ✗ No hedging or pledging of Company securities is permitted
- ✗ No excessive perquisites or other benefits
- ✗ No "single-trigger" change-in-control severance or vesting of equity awards

Compensation Philosophy and Executive Compensation Program Overview

Compensation Philosophy

Our compensation philosophy, as approved by the Committee, is to reward our executives for meeting financial and operational goals that ultimately create shareholder value. We have designed our compensation program to provide executive officers with target compensation levels that generally reflect median market compensation rates for their position based upon data that our independent compensation consultant provides (as further described in the section titled [Role of Market Data and Compensation Peer Group](#)). Consistent with this philosophy, below are the key objectives of our executive compensation program:

- Align the interests of executive officers with the long-term interests of shareholders
- Link a material portion of executive officers' total annual compensation directly to operating performance
- Attract, motivate, and retain executive officers of outstanding ability
- Reinforce our values, build community, and focus employees on achieving key strategies

Executive Compensation Program Overview

Our executive compensation program is comprised of five primary components. The following table provides an overview of each element of our fiscal 2025 compensation program for our NEOs:

Element	Description	Metrics / Vehicles for Fiscal 2025
<i>Base Salary</i>	Fixed element of cash compensation determined by external market data, positions at a similar level within the Company, and incumbent experience, performance, and scope of responsibilities.	—
<i>Annual Incentives</i>	Variable element of cash compensation. NEOs, consistent with other salaried employees, have the opportunity to earn an annual incentive payout pursuant to the Annual Incentive Cash Bonus Plan (AIP) based upon performance against predetermined goals during the fiscal year.	EBITDA, As Adjusted
<i>Long-Term Incentives ("LTI")</i>	Equity-based component of compensation that is denominated in performance stock units ("PSUs") and RSUs. Long-term incentives encourage long-term strategic thinking and decision-making while also promoting ownership in the Company and alignment with shareholders' interests.	40% RSUs 60% PSUs measured by: <ul style="list-style-type: none"> • 50% EBITDA, As Adjusted • 50% Revenue • +/- 25% TSR modifier
<i>Benefits</i>	We maintain retirement plans along with health insurance plans which are available to full-time and most part-time employees.	—
<i>Other Executive Plans and Perquisites</i>	NEOs and other eligible employees may participate in our deferred compensation plan and our executive long-term disability plan and are allowed to obtain a comprehensive physical at our cost. Additionally, Ms. Owen is provided 35 hours of personal aircraft usage.	—

Role of Market Data and Compensation Peer Group

Role of Market Data

The Compensation Committee, with assistance from its independent compensation consultant Pay Governance LLC, annually reviews competitive market data to assist with evaluating our executive compensation program and individual NEO compensation levels.

Pay Governance utilized compensation peer group data (the following section [Compensation Peer Group](#) provides additional information), along with compensation data from the following survey sources, when analyzing the market competitiveness of our executive pay levels: Willis Towers Watson Executive Compensation Database and Aon Radford Network Executive Compensation Database. We refer to the compensation peer group data and the survey data collectively as “market data”. The market data reflects companies or operations with revenues similar to the related MillerKnoll scope of operations. Pay Governance compared pay elements on an individual basis and in total (e.g., salary, target total cash, and target total direct compensation) of each executive officer to the market data for a comparable benchmark position.

Compensation Peer Group

The Committee reviews the composition of the compensation peer group on an annual basis and approves adjustments to ensure the group remains appropriate. The criteria used to develop the compensation peer group is a combination of quantitative and qualitative factors:

Factor Type	Description
Quantitative	<ul style="list-style-type: none"> • Company type (publicly traded) • Geographic locations (U.S.-based) • Industry • Financials
Qualitative	<ul style="list-style-type: none"> • Business dynamics • Key business and/or talent competitor to MillerKnoll • Inclusion in external peer group(s) • Recent financial performance • Geographic revenue mix

The compensation peer group used for fiscal 2025, as approved by the Committee, is as follows:

American Woodmark Corporation	Leggett & Platt, Incorporated	Somnigroup International, Inc.
Floor & Decor Holdings, Inc.	Masonite International Corporation	UFP Industries, Inc.
Fortune Brands Innovations, Inc. ⁽¹⁾	MasterBrands, Inc. ⁽¹⁾	Wayfair, Inc.
HNI Corporation	RH	Williams-Sonoma, Inc.
JELD-WEN Holding, Inc.	Sleep Number Corporation	
La-Z-Boy Incorporated	Steelcase, Inc.	

(1) Addition to peer group from spin-off from Fortune Brands Home and Security, Inc.

Roles and Responsibilities in Setting Executive Officer Compensation

Compensation Committee

The Committee consists of three directors, each qualifying as independent under Nasdaq's listing requirements. The Board has determined that each member of the Committee also qualifies as a non-employee director for purposes of Rule 16b-3 under the Exchange Act.

The responsibilities of the Committee are summarized below:

- Review and recommend the compensation of the Company's CEO to the Board.
- Review and approve the compensation of the Company's executive officers (except for the CEO).
- Act as the administrative committee for the Company's annual cash incentive plan and equity-based compensation plans and such other plans as may be designated by the Board.
- Perform the other duties and responsibilities set forth in its charter or as delegated to it by the Board.

Compensation Consultant

The Committee selects and retains the services of its own independent compensation consultant and annually reviews the performance of the consultant. As part of the review process, the Compensation Committee considers the independence of the consultant in accordance with SEC and Nasdaq rules.

During fiscal 2025, in addition to the services it provided to the Compensation Committee, Pay Governance provided certain advisory services to the Governance and Corporate Responsibility Committee with respect to the compensation of the Company's independent directors. The amount paid by the Company to Pay Governance for services it provided the Governance and Corporate Responsibility Committee in fiscal 2025 did not exceed \$120,000. The decision to engage Pay Governance for these other services was recommended by management and approved by the Board. Except for the services provided to these two Board committees, Pay Governance provided no other services to MillerKnoll, and it worked with Company management, as directed by the Compensation Committee, only on matters for which the Compensation Committee is responsible.

At the Compensation Committee's request, Pay Governance regularly attends Committee meetings. Pay Governance also communicates with the Committee or the Chair of the Committee outside committee meetings regarding matters related to the Committee's responsibilities.

Chief Executive Officer

At the Committee's request, Ms. Owen works with other executives to recommend performance goals for the AIP and the PSU component of the Long-Term Incentive program. These goals are reviewed and approved by the Committee. Additionally, Ms. Owen reviews the performance of her direct reports (including the NEOs other than herself) and makes recommendations to the Committee with respect to their compensation. Ms. Owen does not participate in any Board conversations related to her own pay.

Fiscal 2025 Compensation Program

Consistent with our compensation philosophy, the Committee (or, in the case of the CEO, the Board) approved the following compensation actions for the NEOs.

Base Salaries

Base salary is a customary, fixed element of compensation intended to attract and retain executives. When setting the annual base salaries of our NEOs, the Committee considers market data provided by its independent compensation consultant, internal pay equity, and MillerKnoll's financial performance and size relative to peer companies. Base salaries for each NEO are set forth below:

Name	Base Salary 2025 (\$) ⁽¹⁾
Andi R. Owen	1,100,000
Jeffrey M. Stutz	605,000
Christopher M. Baldwin	592,000
John P. Michael	592,000
Debbie F. Propst	592,000

(1) Reflects annualized salary.

Annual Incentive Plan

The Annual Incentive Plan (AIP) is our annual cash incentive program that covers all non-sales incented employees. For fiscal year 2025, EBITDA, as adjusted ("EBITDA, As Adjusted") served as the sole performance metric in the AIP.

(Dollars in millions)	EBITDA, As Adjusted Goals (\$) ⁽¹⁾			Payout as a % of Target			Actual	
	Threshold	Target	Maximum	Threshold	Target	Maximum	EBITDA, As Adjusted (\$) ⁽²⁾	Payout ⁽³⁾
Fiscal 2025	305.8	407.7	509.6	0%	100%	200%	355.3 ⁽²⁾	48.6%

(1) EBITDA, As Adjusted is the Company's net income or loss before interest, taxes, depreciation, and amortization, excluding earnings attributable to noncontrolling interests and plus or minus any adjustments approved by the Committee.

(2) For fiscal 2025, the Committee did not exercise any discretion and approved adjustments to EBITDA only in accordance with our Incentive Technical Manual. The Incentive Technical Manual is annually reviewed by the Committee and provides clarity, consistency, and efficiency to the adjustment process. For fiscal 2025, the Committee approved adjustments to EBITDA for restructuring amortization.

(3) Expressed as a percentage of target.

The fiscal 2025 AIP payouts for each of the NEOs are set forth below:

Name	Target 2025 AIP			Actual 2025 AIP Payout (\$)
	% of Salary	Value (\$)	Payout as a % of Target	
Andi R. Owen	125%	1,375,000	48.6%	668,250
Jeffrey M. Stutz	80%	481,230	48.6%	233,878
Christopher M. Baldwin	75%	442,719	48.6%	215,161
John P. Michael	75%	442,754	48.6%	215,178
Debbie F. Propst	75%	442,754	48.6%	215,178

Long-Term Incentives

For each executive officer, the Committee approves a target LTI award value and determines the mix of LTI vehicles to deliver that award. We convert that value for each NEO into grants with award types weighted as shown below:

Award Types	Weighting for Fiscal 2025	
	CEO	Other NEOs
PSUs	60%	60%
RSUs	40%	40%

The table below sets forth the target value of the LTI grants that the Committee approved for fiscal 2025, with the exception of the LTI grants to the CEO which were approved by the Board.

Name	Target 2025 LTI		
	Value (\$)	PSUs (#)	RSUs (#)
Andi R. Owen	4,400,000	92,469	66,895
Jeffrey M. Stutz	1,361,250	28,608	20,696
Christopher M. Baldwin	1,184,000	24,883	18,001
John P. Michael	1,184,000	24,883	18,001
Debbie F. Propst	1,184,000	24,883	18,001

The payout opportunity for PSUs granted in fiscal year 2025 is based on two financial metrics: EBITDA, As Adjusted, and Revenue. The performance for the metrics is measured over three one-year equally-weighted periods, all of which are eligible to vest on July 22nd following the completion of the three-year period. PSU grants for fiscal year 2025 are subject to modification based on our relative total shareholder return ("rTSR") performance over the full three-year period. The grants continue to utilize three one-year performance periods due to challenges in setting multi-year goals given the cyclicity of our global business including supply chain constraints, commodity price volatility, and geopolitical issues. The rTSR modifier provides for a 25% increase to the earned PSUs if our relative TSR performance is at or above the 75th percentile of our TSR peer group (subject to an overall maximum award equal to 200% of target) or a 25% decrease to the PSUs earned if our relative TSR performance is below the 25th percentile of our TSR peer group. For performance between threshold and target and target and maximum, these adjustments are linearly interpolated. Metric weighting is as shown in the chart below:

Relative TSR Payout Curve for Fiscal 2025		
rTSR Performance	Relative TSR (Percentile Ranking)	Payout Modifier (Multiple of Target)
Maximum ⁽¹⁾	75th	x 1.25
Target	55th	x 1.00
Threshold	25th	x 0.75

(1) Subject to an overall maximum award equal to 200% of target.

The TSR peer group focuses on key competitors, companies in appropriately adjacent industries, companies with similar business drivers, and other companies with business cycles similar to that of the Company. The TSR peer group for the fiscal 2025 PSU award is as follows:

Allegion plc.	Interface, Inc.	Sleep Number Corporation
American Woodmark Corporation	JELD-WEN Holdings, Inc.	Somnigroup International Inc.
Apogee Enterprises, Inc.	La-Z-boy Incorporated	Steelcase Inc.
Armstrong World Industries, Inc.	Leggett & Platt, Incorporated	UFP Industries, Inc.
AZZ, Inc.	Mohawk Industries	Williams-Sonoma, Inc.
Ethan Allen Interiors Inc.	Quanex Building Products	
HNI Corporation	RH	

RSUs represent the right to receive shares of MillerKnoll common stock with each unit representing the equivalent of one share of common stock as of the date of grant. These awards vest ratably 33.3%, 33.3%, and 33.4% over a three-year period on July 22nd of each year, commencing following the first anniversary of the grant date. RSUs, including accrued dividends in the form of additional RSUs on those units, convert into shares upon vesting.

PSUs Earned for Fiscal 2023 to Fiscal 2025 Performance Cycle

PSU grants made in fiscal year 2023 reached the end of their performance period at the close of fiscal year 2025. The tables below outline the metrics, goals, weightings, and actual performance for each tranche. TSR performance for the PSUs granted in fiscal 2023 ranked at the 23rd percentile of the TSR peer group, resulting in a 75.0% multiplier applied to the final payout, resulting in a total payout of 35.6% of eligible shares vesting. For additional details, see the [Grants of Plan-Based Awards](#) table.

(Dollars in millions)

Measure	Tranche Fiscal Performance Period	Target Payout Weighting	Performance Goals			Actual Performance Results	Unweighted Payout	Weighted Payout
			Threshold	Target	Maximum			
Operating Earnings, As Adjusted	2023	14.85%	\$ 262.8	\$ 375.4	\$ 431.7	\$ 245.3	—%	—%
	2024	14.85%	\$ 139.4	\$ 254.4	\$ 388.6	\$ 258.3	102.9%	15.3%
	2025	15.30%	\$ 186.2	\$ 288.1	\$ 390.0	\$ 234.90	47.8%	7.3%
Revenue	2023	14.85%	\$ 4,255.7	\$ 4,665.2	\$ 4,870.0	\$ 4,087.10	—%	—%
	2024	14.85%	\$ 3,469.4	\$ 3,887.8	\$ 4,375.9	\$ 3,625.50	37.3%	5.5%
	2025	15.30%	\$ 3,479.3	\$ 3,850.0	\$ 4,219.6	\$ 3,697.90	59.0%	9.0%
Non-Financial Scorecard ⁽¹⁾	2023	3.30%						3.9%
	2024	3.30%						1.4%
	2025	3.40%						5.1%
							Target Payout before rTSR Modifier	47.5%
							TSR Modifier	x 75.0%
							Final Payout	<u>35.6% of target</u>

(1) The scorecard evaluated previously disclosed non-financial metrics.

Compensation Program Changes for Fiscal 2026

For fiscal 2026, the Committee approved the following changes presented in the table below:

Program	Change	Rationale
AIP	<ul style="list-style-type: none"> Replaced EBITDA, As Adjusted with Operating Earnings, As Adjusted⁽¹⁾ Introduced reportable Segment Multiplier for our Segment Leaders and Segment teams (excluding the CEO and CFO): <ul style="list-style-type: none"> 15% multiplier for performance \geq 105% of Segment target; or 25% multiplier for performance \geq 110% of Segment target 	<ul style="list-style-type: none"> The Committee and Management determined Operating Earnings provides a more accurate reflection of how the Company evaluates segment performance, while also mitigating volatility associated with non-cash depreciation Incorporating the reportable Segment Multiplier reinforces the Company's pay-for-performance approach by strengthening the direct connection between performance and compensation.
LTIP	<ul style="list-style-type: none"> Adopted a new LTI mix for the Leadership Team Members (excluding the CEO⁽²⁾): <ul style="list-style-type: none"> 50% PSUs 50% RSUs 	<ul style="list-style-type: none"> Performance Accountability – PSUs directly link a significant portion of awards to achieving multi-year performance goals, reinforcing accountability for delivering sustainable business results. Retention and Ownership – RSUs provide a time-based incentive that supports executive retention, promotes continued ownership in the Company, and rewards sustained stock price appreciation.

(1) Operating earnings, as adjusted ("Operating Earnings, As Adjusted") by the Compensation Committee

(2) LTI mix for the CEO remains consistent with FY25, 60% PSUs and 40% RSUs.

Associate Benefit Plans

Retirement Plans

We maintain broad-based retirement plans, available for employees in the United States, with one plan covering the majority of our employees. Our retirement plans are designed to provide a reasonable level of replacement income upon retirement. The benefits available to NEOs are the same as those available to other non-executive employees in their respective geographic region, subject to limitations provided by law or regulation. The primary retirement plan covering most U.S.-based employees, including the NEOs, is the MillerKnoll, Inc. Retirement Plan (the "Retirement Plan"). The Retirement Plan permits employees to make salary deferrals into the plan up to the maximum amount permitted by law. We also fully match employee contributions up to 4% of the employee's compensation contribution.

Health Insurance Plans

We maintain health insurance plans available to all full-time and qualified part-time employees. The NEOs participate in such plans on the same terms as all other employees within their respective geographic region or business unit.

Other Executive Plans and Perquisites

Deferred Compensation Plan

The MillerKnoll, Inc. Executive Equalization Retirement Plan is a Board-approved supplemental deferred compensation plan available to highly compensated United States employees who are selected for participation by the Committee. All NEOs are currently able to participate. The plan allows participants to defer up to 50% of their base salary and 100% of their AIP bonus. Company contributions to the plan mirror the amounts we would have contributed to the Retirement Plan had the employee's compensation not been above the statutory ceiling (currently \$350,000). Investment options under this plan are similar to those available under the Retirement Plan. Company contributions in fiscal 2025 appear in the [Summary Compensation Table](#) section within "All Other Compensation."

Executive Long-Term Disability Plan

This plan covers 60% of the rolling two-year average of compensation for a qualified disability. Executives, including our NEOs, are eligible to participate after they have received two annual incentive payments. This benefit continues as long as the executive remains disabled until age 65. The monthly benefit is capped at \$10,000.

Perquisites

In fiscal 2025, we provided executives, including our NEOs, with the opportunity to obtain a comprehensive physical at our cost. In addition, we provide aircraft usage for the CEO for up to 35 hours per fiscal year for her personal use; however, our CEO did not utilize that benefit in fiscal 2025.

Stock Ownership Guidelines and Stock Retention Requirements

Stock Ownership Guidelines

The Committee believes that significant stock ownership by executives is of critical importance to our ongoing success as it helps link the interests of executives and shareholders. As such, we have established stock ownership guidelines, which apply to the NEOs and executive officers. All NEOs are currently in compliance with their applicable stock ownership guideline. The stock ownership guidelines require these individuals to own shares of our common stock equal to a specified multiple of their annual base salary. The current applicable levels are as follows:

President and Chief Executive Officer	6x base salary
Executive officers with LTI target equal to or greater than 100% of salary	4x base salary
Certain other direct reports to the CEO	1 to 3x base salary

Stock Retention Requirements

Until the ownership guidelines are met, covered executives must retain a certain amount in Company stock, equal to 40% of the pretax value of vested and settled shares. Compliance with the requirements is determined annually and each time an executive officer seeks to dispose of any shares of Company stock.

Incentive Clawback

The Company has in place two incentive compensation recovery policies. One policy, adopted for purposes of compliance with Section 10D of the Exchange Act and the Nasdaq listing standards, provides for the mandatory recovery of both cash- and equity-based compensation paid on the basis of the achievement of financial performance measures in the event of an accounting restatement. The other policy provides for the recovery, without duplication, of any or all such incentive compensation if an executive officer has engaged in improper conduct, as defined in that policy, irrespective of any accounting restatement. With respect to the latter policy, the Board may, in its sole discretion, after evaluating the associated costs and benefits and any other factors it deems relevant, seek to recover all or any portion of the recoverable incentive paid to any executive officer who engaged in improper conduct during the applicable period.

Anti-Hedging and Anti-Pledging Policy

The Company's insider trading policy prohibits directors and executive officers from hedging the economic risk of their ownership of our stock, including options or other derivatives related to our stock, and from pledging MillerKnoll stock.

Severance Program and Change in Control Agreements

Severance Program

The NEOs are generally "at will" employees. This means they can be discharged at any time and for no reason. We have established a severance program that applies if an executive, including our NEOs, is terminated for reasons other than malfeasance or voluntary separation. For each NEO, severance would be equal to 18 months of base salary subject to the employee not competing with us during that period. The Committee's determination as to the amount of severance payments for these NEOs is the result of benchmarking our practices to market data. In addition, we maintain health insurance on such employee during the salary continuation period. In exchange for such payments, the employee provides the Company with a release of all claims and agrees not to work for a competitor or solicit our employees during the salary continuation period.

Change in Control Agreements

Each NEO is party to a Management Continuity Agreement, referred to as a Change in Control (“CIC”) Agreement, with us that provides for severance benefits in the event of both a change in control and the NEO’s termination of employment (“double-trigger”). The Committee believes the use of CIC agreements is appropriate as they help ensure both a continuity of management during a possible CIC transaction and that management remains focused on completing a transaction that is expected to maximize shareholder value. Potential payments under the CIC agreements are included in the tally sheets the Committee reviews annually. The narrative and table footnotes in the [*Potential Payments Upon Termination, Death, Disability, Retirement, or Change in Control*](#) section describe the potential CIC payments in greater detail.

Deductibility of Compensation

Section 162(m) of the Internal Revenue Code generally disallows a tax deduction to public corporations for compensation in excess of \$1 million paid for any fiscal year to individuals who are covered employees. All of our NEOs are covered employees for this purpose. As a result, the compensation paid to each of our NEOs for fiscal 2025 in excess of \$1 million will not be deductible under Section 162(m).

COMPENSATION COMMITTEE REPORT

We have reviewed and discussed with management the preceding Compensation Discussion and Analysis for the fiscal year ended May 31, 2025, which appears in this Proxy Statement as required by Item 402(b) of Regulation S-K.

Based upon such review and discussions, the Committee recommended to the Board that the Compensation Discussion and Analysis be included in the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2025, and in this Proxy Statement for the 2025 Annual Meeting of Shareholders.

Compensation Committee of the Board of Directors

Michael C. Smith (Chair)
Tina Edekar Edmundson
Douglas D. French

COMPENSATION TABLES

Summary Compensation Table

The summary compensation table below shows the compensation for the NEOs for the fiscal years ended May 31, 2025 (2025), June 1, 2024 (2024), and June 3, 2023 (2023). Additional details regarding the Company's executive compensation program are found in the [CD&A](#).

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$) ⁽¹⁾⁽²⁾	Option Awards (\$) ⁽¹⁾	Non-Equity Incentive Plan Compensation (\$)	All Other Compensation (\$) ⁽³⁾	Total (\$)
Andi R. Owen	2025	1,100,000	—	4,617,726	—	668,250	44,000	6,429,976
President and CEO	2024	1,100,000	—	6,086,038	1,547,094	—	224,775	8,957,907
	2023	1,100,000	—	2,203,328	2,091,000	—	441,239	5,835,567
Jeffrey M. Stutz	2025	601,538	—	1,155,186	—	233,878	28,123	2,018,725
CFO	2024	580,000	—	1,523,952	745,416	—	78,743	2,928,111
	2023	577,615	—	519,100	256,949	—	72,129	1,425,793
Christopher M. Baldwin	2025	590,292	—	1,042,731	—	215,161	26,451	1,874,635
Group President, MillerKnoll	2024	580,000	700,000	1,493,502	745,416	—	141,729	3,660,647
	2023	577,661	700,000	456,101	256,949	—	107,170	2,097,881
John P. Michael	2025	590,338	—	1,042,731	—	215,178	27,595	1,875,842
President, North America Contract	2024	580,000	—	1,519,874	745,416	—	72,600	2,917,890
	2023	571,654	—	510,653	256,949	—	66,184	1,405,440
Debbie F. Propst	2025	590,338	—	1,042,731	—	215,178	40,995	1,889,242
President, Global Retail	2024	580,000	—	1,523,952	745,416	435,000	79,853	3,364,221
	2023	577,615	—	519,100	256,949	435,000	70,118	1,858,782

- (1) Amounts presented are the aggregate grant date fair value of the awards with an accounting grant date established in each of the respective years as computed in accordance with FASB ASC Topic 718. Assumptions used to calculate these amounts are set forth in Note 9 of the Company's Consolidated Financial Statements for the fiscal year ended May 31, 2025, included in our Annual Report on Form 10-K.
- (2) Amounts in the Stock Awards column include the value of the RSUs and PSUs itemized in the table below. Consistent with the requirements of FASB ASC Topic 718, the values of the PSUs displayed in the table below are at their target and highest levels of performance for the third tranche of the awards granted on July 12, 2022, the second tranche of the awards granted on October 19, 2023, and the first tranche of the awards granted on July 16, 2024. For additional details, see the [Grants of Plan-Based Awards](#) table. The remaining tranches of these awards will be linked to performance goals for subsequent fiscal years and will be reported in the [Summary Compensation Table](#) for those fiscal years in which the accounting grant date values are established.

Name	Components of Stock Awards		Additional Information
	Value of RSUs (\$)	Value of PSUs at Target Attainment (\$)	Value of PSUs at Maximum Attainment (\$)
Andi R. Owen	5,013,864	2,706,535	5,413,070
Jeffrey M. Stutz	1,507,410	563,902	1,127,804
Christopher M. Baldwin	1,430,414	528,443	1,056,886
John P. Michael	1,430,414	528,443	1,056,886
Debbie F. Propst	1,430,414	528,443	1,056,886

- (3) The amounts for fiscal 2025 for all other compensation are described in the table below.

Name	Company Contributions to 401(k) Plan and Deferred Compensation Plan (\$) ^(a)	Comprehensive Executive Physical Health Exam (\$)	Total Other Compensation (\$)
Andi R. Owen	44,000	—	44,000
Jeffrey M. Stutz	24,023	4,100	28,123
Christopher M. Baldwin	22,701	3,750	26,451
John P. Michael	23,595	4,000	27,595
Debbie F. Propst	40,995	—	40,995

- (a) Amounts represent the Company's contributions to the Retirement Plan and the MillerKnoll, Inc. Executive Equalization Retirement Plan.

Grants of Plan-Based Awards

The Grants of Plan-Based Awards table below contains information on both non-equity and equity incentive plan-based awards granted by the Company to the NEOs during fiscal 2025 under the LTI plan and the possible payouts to the NEOs under the AIP for fiscal 2025. These amounts are not realized income. For additional details of grants under the LTI plan, as well as the performance criteria under the AIP, refer to the [Fiscal 2025 Compensation Program](#) section in the [CD&A](#).

Name	Award Type ⁽¹⁾	Grant Date	Estimated Possible Payouts Under Non-Equity Incentive Plan Awards ⁽²⁾			Estimated Future Payouts Under Equity Incentive Plan Awards ⁽³⁾			All Other Stock Awards: Number of Shares of Stock or Units (#) ⁽⁴⁾	Grant Date Fair Value of Stock and Option Awards (\$) ⁽⁵⁾
			Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)		
Andi R.	CB		343,750	1,375,000	2,750,000					
Owen	PSU	07/16/24 ⁽⁶⁾				—	94,851	189,702		2,706,535
	RSU	07/16/24							175,494	5,013,864
Jeffrey M.	CB		120,308	481,230	962,460					
Stutz	PSU	07/16/24 ⁽⁶⁾				—	20,038	40,076		563,902
	RSU	07/16/24							52,762	1,507,410
Christopher	CB		110,680	442,719	885,438					
M. Baldwin	PSU	07/16/24 ⁽⁶⁾				—	18,796	37,592		528,443
	RSU	07/16/24							50,067	1,430,414
John P.	CB		110,689	442,754	885,508					
Michael	PSU	07/16/24 ⁽⁶⁾				—	18,796	37,592		528,443
	RSU	07/16/24							50,067	1,430,414
Debbie F.	CB		110,689	442,754	885,508					
Propst	PSU	07/16/24 ⁽⁶⁾				—	18,796	37,592		528,443
	RSU	07/16/24							50,067	1,430,414

- (1) "CB" refers to the AIP cash bonus awards made pursuant to the Annual Incentive Cash Bonus Plan; "PSU" and "RSU" refer to performance-based restricted stock units and time-based restricted stock units, respectively, issued under the LTI plan.
- (2) Under the AIP, executives can earn incentive compensation based on the achievement of certain Company performance goals. The actual Cash Bonus amount paid with respect to any year may range from zero to two times the target based upon the relative achievement of the performance goal. For fiscal 2025, the goal was based upon the achievement of EBITDA, As Adjusted.
- (3) Represents the range of possible shares to be issued under PSU awards granted in fiscal 2025. Overall attainment is capped at 200% of target and can be as low as zero. For additional information, see the [Fiscal 2025 Compensation Program - Long-Term Incentives](#) section.
- (4) Amounts in the All Other Stock Awards column include (a) the annual RSUs granted in fiscal year 2025, which will vest in equal installments over 3 years and (b) RSUs granted in lieu of the NEOs AIP for fiscal year 2024 which vested on July 22, 2025. See the 2024 proxy statement for further context on this award, found within the Summary Compensation Table. Both awards were granted on July 16, 2024 within fiscal year 2025 and have the same accounting grant fair value, consistent with the requirements of FASB ASC Topic 718.
- (5) Aggregate grant date values are computed in accordance with FASB ASC Topic 718. For PSUs, the grant date fair value was determined based upon the vesting at 100% of the target units awarded.
- (6) The amounts presented reflect three sets of performance share units (PSUs), all with an accounting grant date fair value established on July 16, 2024. These include: the third tranche of PSUs granted on July 12, 2022, covering a one-year performance period with AOI, Revenue, and non-financial performance goals; the second one-year performance period of PSUs granted on October 19, 2023, with EBITDA as the performance goal; and the first one-year performance period of PSUs granted on July 16, 2024, with performance goals based on EBITDA and Revenue. The PSUs earned from these awards vest on August 1, 2025, August 1, 2026, and August 1, 2027, respectively.

Outstanding Equity Awards at Fiscal Year-End

The following table shows the outstanding option and stock awards held by our NEOs as of May 31, 2025. It includes both exercisable and unexercisable options, and shares and units that have not vested.

Name	Grant Date	Option Awards				Stock Awards				
		Number of Securities Underlying Unexercised Options (#) ⁽¹⁾	Number of Securities Underlying Unexercised Options (#) ⁽¹⁾	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#) ⁽²⁾	Market Value of Shares or Units of Stock That Have Not Vested (\$) ⁽³⁾	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#) ⁽⁴⁾	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$) ⁽³⁾	
Andi R. Owen	08/22/18	77,447	—	38.15	08/22/28					
	07/14/20	124,247	—	21.38	07/14/30					
	07/14/20	275,930	—	23.52	07/14/30					
	07/13/21	60,374	—	45.75	07/13/31					
	07/12/22 ⁽⁵⁾	66,660	33,340	27.75	07/12/32	22,030	371,646	26,400	445,368	
	07/12/22	133,320	66,680	40.00	07/12/32					
	07/18/23 ⁽⁵⁾	104,392	208,785	20.00	07/18/33	71,050	1,198,614	26,400	445,368	
	10/19/23 ⁽⁵⁾							36,828	621,288	
07/16/24 ⁽⁵⁾⁽⁶⁾					180,423	3,043,736	97,571	1,646,023		
Jeffrey M. Stutz	07/19/16	37,441	—	31.86	07/19/26					
	07/18/17	22,953	—	33.75	07/18/27					
	07/16/18	17,512	—	38.30	07/16/28					
	07/14/20	29,142	—	21.38	07/14/30					
	07/14/20	75,040	—	23.52	07/14/30					
	07/13/21	16,667	—	45.75	07/13/31					
	07/12/22 ⁽⁵⁾	18,164	9,084	27.75	07/12/32	5,102	86,071	5,889	99,347	
	07/18/23 ⁽⁵⁾	50,298	100,596	20.00	07/18/33	17,116	288,747	5,889	99,347	
	10/19/23 ⁽⁵⁾							4,436	74,835	
	07/16/24 ⁽⁵⁾⁽⁶⁾					54,244	915,096	20,644	348,264	
Christopher M. Baldwin	07/20/21	5,445	—	44.20	07/20/31					
	07/12/22 ⁽⁵⁾	18,164	9,084	27.75	07/12/32	5,102	86,071	5,889	99,347	
	07/18/23 ⁽⁵⁾	50,298	100,596	20.00	07/18/33	17,116	288,747	5,889	99,347	
	10/19/23 ⁽⁵⁾							4,436	74,835	
	07/16/24 ⁽⁵⁾⁽⁶⁾					51,474	868,366	19,402	327,312	
John P. Michael	07/14/20	2,774	—	21.38	07/14/30					
	07/14/20	10,000	—	23.52	07/14/30					
	07/13/21	15,179	—	45.75	07/13/31					
	07/12/22 ⁽⁵⁾	18,164	9,084	27.75	07/12/32	5,102	86,071	5,889	99,347	
	07/18/23 ⁽⁵⁾	50,298	100,596	20.00	07/18/23	17,116	288,747	5,889	99,347	
	10/19/23 ⁽⁵⁾							4,436	74,835	
	07/16/24 ⁽⁵⁾⁽⁶⁾					51,474	868,366	19,402	327,312	
Debbie F. Propst	07/14/20	28,238	—	21.38	07/14/30					
	07/14/20	43,820	—	23.52	07/14/30					
	07/13/21	16,667	—	45.75	07/13/31					
	07/12/22 ⁽⁵⁾	18,164	9,084	27.75	07/12/32	5,102	86,071	5,889	99,347	
	07/18/23 ⁽⁵⁾	50,298	100,596	20.00	07/18/33	17,116	288,747	5,889	99,347	
	10/19/23 ⁽⁵⁾							4,436	74,835	
	07/16/24 ⁽⁵⁾⁽⁶⁾					51,474	868,366	19,402	327,312	

(1) Options vest ratably in substantially three equal annual installments commencing on the first anniversary of the grant date.

(2) RSU awards granted prior to Fiscal Year 2025 vest ratably 25%, 25%, and 50% over a three-year period on August 1st of each year, following the first anniversary of the grant date; amounts shown reflect additional units credited due to dividend reinvestment. RSU awards granted in Fiscal Year 2025 vest ratably 33.3%, 33.3%, and 33.4% over a three-year period on July 22nd of each year, following the first anniversary of the grant date; amounts shown reflect additional units credited due to dividend reinvestment.

Footnotes continued on next page

- (3) Assumes a stock price of \$16.87 per share, which was the closing price of a share of the Company's common stock on the last trading day of fiscal 2025.
- (4) PSUs vest depending upon the attainment level of certain predetermined performance goals.
- (5) For PSUs granted in July 2022, October 2023, and July 2024, the units reflected are only for tranches for which performance goals have been established on the accounting grant dates indicated; each performance goal's PSUs are calculated individually at the next highest level of attainment and then reported in aggregate.
- (6) RSUs granted on July 16, 2024, consist of the following: (a) the annual RSUs granted in fiscal year 2025, which will vest in equal installments over 3 years, and (b) RSUs granted in lieu of the NEO's AIP for fiscal year 2024 which vested on July 22, 2025. See the 2024 proxy statement for further context on this award, found within the Summary Compensation Table. Both awards were granted within fiscal year 2025 and have the same accounting grant fair value, consistent with the requirements of FASB ASC Topic 718

Option Exercises and Stock Vested

The table below provides information on the number and value of options exercised in fiscal 2025 and the vesting of restricted stock on an aggregate basis:

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (\$)	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting ⁽¹⁾⁽²⁾ (\$)
Andi R. Owen	—	—	63,046	1,903,363
Jeffrey M. Stutz	—	—	20,532	612,570
Christopher M. Baldwin	—	—	10,709	323,317
John P. Michael	—	—	15,399	464,910
Debbie F. Propst	—	—	16,117	486,565

(1) Value based on the closing market price of the Company's common stock on the vesting date.

(2) Value realized includes dividend reinvestment shares vested with underlying RSU shares.

Nonqualified Deferred Compensation

The MillerKnoll, Inc. Executive Equalization Retirement Plan allows all United States employees who have compensation above the statutory ceiling to defer income in the same proportion as if the statutory ceiling did not exist. We make contributions to the plan such that Company contributions mirror the amounts we would have contributed to the Company's tax-qualified 401(k) plan had the employee's compensation not been above the statutory ceiling. Distributions from the plan are paid out in cash based on the deferral election specified by the participant. We do not guarantee a rate of return under the plan. Instead, participants make investment elections for their deferrals and Company contributions. Investment options are the same as those available under our 401(k) plan.

The Nonqualified Deferred Compensation table below provides certain information relating to this Executive Equalization Retirement Plan:

Name	Aggregate Balance at June 1, 2024 (\$)	Executive Officer Contributions in Fiscal 2025 (\$) ⁽¹⁾	Registrant Contributions in Fiscal 2025 (\$) ⁽²⁾	Aggregate Earnings in Fiscal 2025 (\$) ⁽³⁾	Aggregate Withdrawals/ Distributions in Fiscal 2025 (\$)	Aggregate Balance at May 31, 2025 (\$)
Andi R. Owen	1,183,929	42,308	30,200	103,290	—	1,359,727
Jeffrey M. Stutz	1,066,280	46,262	9,838	109,066	—	1,231,446
Christopher M. Baldwin	308,351	14,311	9,609	32,343	(222,280)	142,334
John P. Michael	471,728	34,054	9,610	52,099	—	567,491
Debbie F. Propst	167,619	30,077	27,010	26,947	—	251,653

(1) Amounts in this column represent the deferrals of base salary earned in fiscal 2025 included in the Summary Compensation Table under Salary, plus deferral of amounts earned in fiscal 2024 and paid in fiscal 2025 under the AIP included in the fiscal 2024 Summary Compensation Table under Non-Equity Incentive Plan Compensation.

(2) Amounts in this column represent the Company's contribution including obligations from a prior fiscal year that were deposited in fiscal 2025 and included in the "All Other Compensation" column of the Summary Compensation Table.

(3) Amounts reflect increases (decreases) in value of the employee's account during the year, based upon deemed investment of deferred amounts.

Potential Payments Upon Termination, Death, Disability, Retirement, or Change in Control

The following table quantifies the estimated payments that would be made to each NEO in the event of his or her termination by the Company without cause, in the event of his or her termination under circumstances that would trigger payments under change in control agreements, and upon his or her death, disability, or retirement, in each case assuming that the change in control, termination and/or other event occurred on May 31, 2025.

Name	Benefit	Death (\$)	Disability (\$)	Retirement (\$) ⁽¹⁾	Without Cause (\$)	Change in Control (\$)
Andi R. Owen	Cash Severance ⁽²⁾	—	—	—	1,650,000	7,425,000
	Unvested Restricted Stock Units ⁽³⁾	4,614,000	4,614,000	4,230,406	2,660,143	4,614,000
	Unvested Performance Stock Units ⁽⁴⁾	3,926,630	2,866,613	2,815,527	2,186,025	2,942,332
	Unvested Stock Options ⁽⁵⁾	—	—	—	—	—
	Health and Welfare ⁽⁶⁾⁽⁷⁾	—	—	—	61,670	98,341
	Total	8,540,630	7,480,613	7,045,933	6,557,838	15,079,673
Jeffrey M. Stutz	Cash Severance ⁽²⁾	—	—	—	907,500	2,178,000
	Unvested Restricted Stock Units ⁽³⁾	1,289,923	1,289,923	—	266,589	1,289,923
	Unvested Performance Stock Units ⁽⁴⁾	898,469	686,568	—	203,951	593,806
	Unvested Stock Options ⁽⁵⁾	—	—	—	—	—
	Health and Welfare ⁽⁶⁾⁽⁷⁾	—	—	—	32,390	34,853
	Total	2,188,392	1,976,491	—	1,410,430	4,096,582
Christopher M. Baldwin	Cash Severance ⁽²⁾	—	—	—	888,000	2,072,000
	Unvested Restricted Stock Units ⁽³⁾	1,243,181	1,243,181	—	252,972	1,243,181
	Unvested Performance Stock Units ⁽⁴⁾	835,628	623,727	—	203,951	553,274
	Unvested Stock Options ⁽⁵⁾	—	—	—	—	—
	Health and Welfare ⁽⁶⁾⁽⁷⁾	—	—	—	59,105	70,474
	Total	2,078,809	1,866,908	—	1,404,028	3,938,929
John P. Michael	Cash Severance ⁽²⁾	—	—	—	888,000	2,072,000
	Unvested Restricted Stock Units ⁽³⁾	1,243,181	1,243,181	—	252,972	1,243,181
	Unvested Performance Stock Units ⁽⁴⁾	835,628	623,727	—	203,951	553,274
	Unvested Stock Options ⁽⁵⁾	—	—	—	—	—
	Health and Welfare ⁽⁶⁾⁽⁷⁾	—	—	—	55,540	65,719
	Total	2,078,809	1,866,908	—	1,400,463	3,934,174
Debbie F. Propst	Cash Severance ⁽²⁾	—	—	—	888,000	2,072,000
	Unvested Restricted Stock Units ⁽³⁾	1,243,181	1,243,181	1,133,745	758,917	1,243,181
	Unvested Performance Stock Units ⁽⁴⁾	835,628	623,727	519,151	440,584	553,274
	Unvested Stock Options ⁽⁵⁾	—	—	—	—	—
	Health and Welfare ⁽⁶⁾⁽⁷⁾	—	—	—	63,000	75,667
	Total	2,078,809	1,866,908	1,652,896	2,150,501	3,944,122

(1) Only Ms. Owen and Mr. Michael were retirement eligible as of May 31, 2025.

(2) "Without Cause" amount equals 18 months of base salary and "CIC" amount equals 3x (CEO) or 2x (Other NEOs) base salary plus greater of prior year actual bonus or current year target bonus.

(3) Accelerated vesting and no proration for time worked for "Death," "Disability," "Retirement," (awards are prorated if retirement occurs within the first 12 months of grant date) and "CIC." Accelerated vesting and proration for time worked for "Without Cause."

(4) For "Death," accelerated vesting and proration based on time worked. For "Retirement," accelerated vesting for awards outstanding at least 12 months and accelerated vesting with proration based on time worked only for awards outstanding less than 12 months. For "Disability" and "Without Cause," proration based on time worked and payout at the end of cycle based on actual performance. For "CIC," accelerated vesting and no proration for time worked. All scenarios use actual performance and are based on the following as of our fiscal year ended May 31, 2025: The PSUs granted in fiscal 2022 equal 51.0% of target, PSUs granted in fiscal 2023 equal 48.5% of target, and the PSUs granted in fiscal 2024 equal 126.6% of target.

(5) Forfeited under "Death," "Disability," and "Without Cause." Continued vesting under "Retirement." Accelerated vesting under "CIC." There is no accelerated vesting of stock options or PSUs under a "Retirement" scenario. Awards, in full or prorated, continue to vest.

(6) For Health and Welfare Benefits, "Without Cause" amount equals 18 months of benefits continuation and "CIC" amount equals 36 months (CEO) or 24 months (other NEOs) benefits continuation.

(7) Other benefits reflect outplacement support (\$25,000).

Potential Payments Upon Termination without Change in Control

- 18 months base salary continuation for NEOs if they are terminated for reasons other than cause.
- Maintain health insurance during salary continuation period.
- Employee provides the Company with a release of all claims and agrees not to work for a competitor or solicit employees during the salary continuation period.

Potential Payments Upon Termination in Connection with Change in Control

In fiscal 2025, each NEO was party to a CIC Agreement with the Company that contains “double-trigger” change in control provisions. These provisions state that there must be both a change in control and the employee must incur an actual or constructive termination of employment by us to be entitled to a payment.

A change in control (as defined more specifically in the CIC Agreements) occurs:

- If a third party becomes the owner of 35% or more of the Company’s stock;
- If a majority of the Board of Directors is composed of persons who are not recommended by the existing Board; or
- Under certain transactions involving a merger or reorganization, a sale of all or substantially all of the Company’s assets, or a liquidation in which the Company does not maintain certain control thresholds.

An executive is entitled to a payment under the CIC Agreement if, within two years after a change in control, the Company terminates the employment of the executive without cause or the executive terminates their employment for good reason, which is defined as the occurrence of any one or more of the following without the executive’s express written consent:

- The executive is assigned duties at any time during the six months prior to the change in control that are materially different from or inconsistent with the duties, responsibilities, and status of the executive’s position or which result in a significant reduction in the executive’s authority and responsibility as an executive within the Company or a subsidiary.
- A reduction in the executive’s base salary, target value of the annual incentive, or target value of the LTIP awards.
- The Company requires the executive to be based at a location over 50 miles from the facility that is the executive’s principal business office at the time of the change in control.
- A reduction of 5% or more in the aggregate benefits provided to the executive and his or her dependents under the Company’s employee benefit plans.
- The failure of the Company to obtain a satisfactory agreement from any successor to assume and agree to perform the CIC Agreement.

If both triggering events occur, then the NEO is entitled to a change in control payment that consists of:

- A lump sum cash amount equal to the executive’s annual base salary, multiplied by two (or three, in the case of the CEO).
- A lump sum cash amount equal to two (or three, in the case of the CEO) times the greater of (1) the executive’s average bonus over the previous three years or (2) the executive’s target bonus for the fiscal year in which the change in control occurs, plus a prorated amount of the executive’s target bonus for the fiscal year in which the termination date occurs.
- Healthcare coverage, and life and disability insurance for the 24 (or 36, in the case of the CEO) consecutive month period beginning immediately after the termination date.
- Outplacement services up to a maximum of \$25,000.
- All outstanding awards held by the executive under the Company’s LTIP shall vest in full as of the termination date. Specific treatment of each award type is summarized in the [Vesting of Long-Term Incentive Awards](#) section below.

The Company has no obligation to make a “gross-up” payment to the executive officer if the amount of the payments under the change in control agreements is subject to an excise tax under Section 4999 of the Internal Revenue Code of 1986.

To receive the payments, the NEO is obligated to comply with certain restrictive covenants under the agreement, which include committing the executive to refrain from competing with the Company for a period equal to the number of years of compensation received under the agreement.

Accelerated Vesting Upon Death, Disability, Retirement, or Change in Control

The MillerKnoll, Inc. Executive Equalization Retirement Plan, as described in the *Nonqualified Deferred Compensation* section, contains provisions that permit accelerated vesting upon death, disability, or change in control. In the event of a change in control, the Executive Equalization Retirement Plan provides for the acceleration of payment even if the NEO has not been terminated. The definition of change in control for this plan is the definition contained in Treasury Regulations for Section 409A of the Internal Revenue Code.

Vesting of Long-Term Incentive Awards

The vesting of LTI plan awards upon a Change in Control (with a qualifying termination), Death, Disability, Retirement, and Termination without Cause unrelated to a change in control are as outlined in the table below:

Long-Term Incentive Vehicle	CIC with a Qualifying Termination	Termination Upon Death and Disability	Qualified Retirement	Termination without Cause Unrelated to CIC
Stock Options	Unvested stock options vest in full.	Unvested stock options are forfeited. Exercise period for vested options will be five years from the date of the event or the remaining life of the option if less. If the executive dies while on disability, the exercise period is the longer of the five-year exercise period or one year after the date of death, not to exceed the remaining life of the option.	Unvested stock options continue to vest. If an executive retires in the first year after the award date, unvested stock options will be prorated as defined by the award agreement. Exercise period for vested options will be five years from the date of retirement.	Unvested stock options are forfeited. Vested options must be exercised within three months following termination or they are forfeited.
RSUs	Unvested RSUs vest in full.	Unvested RSUs vest in full.	Unvested RSUs vest in full. If an executive retires in the first year, unvested RSUs will be prorated as defined by the award agreement.	Unvested RSUs are forfeited.
PSUs	Unvested PSUs earned are based on actual performance through the CIC date.	Vesting is not accelerated. Target PSUs are prorated for time worked during the performance period with continued vesting. PSUs earned are based on actual performance over the performance period.	Vesting is not accelerated. If an executive retires in the first year, the target PSUs will be prorated as defined by the award agreement.	Vesting is not accelerated. Target PSUs are prorated for time worked during the performance period with continued vesting. PSUs earned are based on actual performance over the performance period.

CEO PAY RATIO

Pursuant to the SEC's guidance under Item 402(u) of Regulation S-K, we are required to disclose the annual total compensation for both our CEO and median employee and the ratio of those two amounts. The SEC's rules for identifying the median compensated employee and calculating the pay ratio based on that employee's annual total compensation allow companies to adopt a variety of methodologies, to apply certain exclusions, and to make reasonable estimates and assumptions that reflect their employee populations and compensation practices.

As permitted under SEC rules, we may identify our median employee for purposes of providing the pay ratio disclosure once every three years, provided there has been no change in the employee population or employee compensation arrangements that we reasonably believe would result in a significant change to the 2025 pay ratio disclosure. Since we last identified our median employee in fiscal 2023 and we reasonably believe there have been no significant changes in the employee population or employee compensation arrangements since then, we have used the same median employee identified in fiscal 2023.

The ratio presented below for fiscal 2025 is a reasonable estimate calculated in a manner consistent with Item 402(u):

- The annual total compensation of our CEO was \$6,429,976.
- The annual total compensation of our identified median employee was \$72,794.
- The ratio of the annual total compensation of our CEO to that of our identified median employee was 88 to 1.

The methodology we used to identify our median employee for this pay ratio analysis is summarized in the following table:

Item	Description
Determination Date	May 31, 2023
Employee Population ⁽¹⁾	Total employee population, excluding the CEO, as of the determination date was 10,618.
Consistently Applied Compensation Measure ("CACM")	Gross wages, measured over 12 months ending on the determination date. For new hires, we annualized gross wages for any employees hired during the 12-month period ending on May 31, 2023. For non-U.S. employees, values were converted into USD using the exchange rates in effect on the determination date.

(1) As permitted by SEC rules, we did not include approximately 505 employees who are located in Austria (1), Belgium (10), Czechia (1), Denmark (365), Finland (1), France (43), Hungary (1), Ireland (2), Netherlands (18), Norway (22), Poland (4), Romania (1), Singapore (13), Spain (6), Sweden (8), Switzerland (7), and Turkey (2) and in aggregate represent less than 5% of our employee population as of the determination date.

PAY VERSUS PERFORMANCE

As required by Item 402(v) of Regulation S-K, we are providing the following information about the relationship between executive Compensation Actually Paid (“CAP”), as defined in Item 402(v), and the financial performance of the Company. This disclosure is intended to comply with the aforementioned SEC rule and does not necessarily reflect how the Company links pay to performance. For additional information on the Company’s compensation philosophy and practices, refer to the [CD&A](#) section.

Pay Versus Performance Table

The following table sets forth compensation information for our CEO and the average compensation of our other NEOs (the “Other NEOs”), along with our TSR, our peer group TSR, net income, and EBITDA, As Adjusted by the Compensation Committee, for our fiscal years ended May 31, 2025 (2025), June 1, 2024 (2024), June 3, 2023 (2023), May 28, 2022 (2022), and May 29, 2021 (2021):

Fiscal Year	Summary Compensation Table Total for CEO (\$) ⁽¹⁾	Compensation Actually Paid to CEO (\$) ⁽²⁾	Average Summary Compensation Table Total for Other NEOs (\$) ⁽¹⁾	Average Compensation Actually Paid to Other NEOs (\$) ⁽²⁾	Value of Initial Fixed \$100 Investment Based On:			
					Company TSR (\$)	Peer Group TSR (\$) ⁽³⁾	Net Income (in millions) (\$) ⁽⁴⁾	EBITDA, As Adjusted (in millions) (\$) ⁽⁵⁾
2025	6,429,976	1,924,926	1,914,612	532,569	83.91	186.95	(36.9)	355.3
2024	8,957,907	11,254,266	3,217,718	4,114,728	132.65	208.21	82.3	388.8
2023	5,835,567	(336,686)	1,696,974	577,205	66.45	140.06	42.1	382.8
2022	4,984,838	(1,966,393)	1,689,059	1,144,496	137.73	147.90	(27.1)	347.5
2021	6,388,353	16,841,666	1,747,008	3,875,768	210.48	196.15	174.6	336.0

(1) The total compensation reported in the above table is for the following NEOs:

Fiscal Year	CEO	Other NEOs
2025	Andi R. Owen	Jeffrey M. Stutz, Christopher M. Baldwin, John P. Michael, Debbie F. Propst
2024	Andi R. Owen	Jeffrey M. Stutz, Christopher M. Baldwin, John P. Michael, Debbie F. Propst
2023	Andi R. Owen	Jeffrey M. Stutz, Christopher M. Baldwin, John P. Michael, Debbie F. Propst
2022	Andi R. Owen	Jeffrey M. Stutz, Christopher M. Baldwin, John P. Michael, Debbie F. Propst
2021	Andi R. Owen	Jeffrey M. Stutz, Megan Lyon, Debbie F. Propst, B. Ben Watson

(2) Amounts reported are based on total compensation reported in the [Summary Compensation Table](#) for our CEO and on average for our Other NEOs for the indicated covered fiscal years and adjusted as shown in the table below. The fair value of equity awards was computed in accordance with the Company’s methodology used for financial reporting purposes.

Fiscal Year	NEO Type	Summary Compensation Table Total (\$)	Less: Reported Summary Compensation Table Value of Equity Awards (\$) ^(a)	Plus: Equity Award Adjustments (\$) ^(b)	Compensation Actually Paid (\$)
2025	CEO	6,429,976	4,617,726	112,676	1,924,926
	Other NEOs	1,914,612	1,070,846	(311,197)	532,569
2024	CEO	8,957,907	7,633,132	9,929,491	11,254,266
	Other NEOs	3,217,718	2,260,736	3,157,746	4,114,728
2023	CEO	5,835,567	4,294,328	(1,877,925)	(336,686)
	Other NEOs	1,696,974	758,188	(361,581)	577,205
2022	CEO	4,984,838	2,272,521	(4,678,710)	(1,966,393)
	Other NEOs	1,689,059	503,537	(41,026)	1,144,496
2021	CEO	6,388,353	4,166,278	14,619,591	16,841,666
	Other NEOs	1,747,008	904,311	3,033,071	3,875,768

(a) Represents the total of the amounts reported in the Stock Awards and Option Awards columns in the [Summary Compensation Table](#) for the applicable year.

Footnotes continued on next page

- (b) The following table details the amounts deducted or added in calculating the equity award adjustments for our CEO, as well as the average for our other NEOs, as computed in accordance with Item 402(v). The valuation assumptions used to calculate equity award fair values did not materially differ from those disclosed at the time of grant.

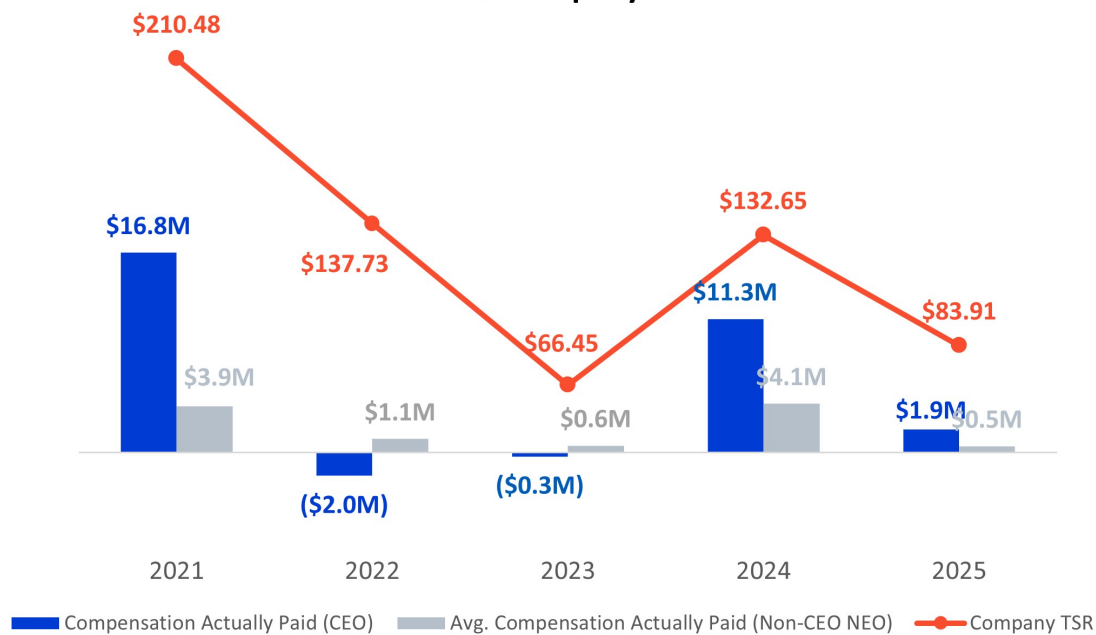
Fiscal Year	NEO Type	Year End Fair Value of Outstanding and Unvested Equity Awards (\$)	Change in Fair Value of Outstanding and Unvested Equity Awards (\$)	Fair Value at Vesting Date of Equity Awards Granted and Vested in the Year (\$)	Change in Fair Value of Equity Awards Granted in Prior Years that Vested in the Year (\$)	Fair Value at the End of the Prior Year of Equity Awards that Failed to Meet Vesting Conditions in the Year (\$)	Value of Dividends or other Earnings Paid on Stock or Option Awards not Otherwise Reflected in Fair Value or Total Compensation (\$)	Total Equity Award Adjustments (\$)
2025	CEO	3,623,782	(3,686,575)	—	54,924	—	120,545	112,676
	Other NEOs	986,038	(1,256,669)	—	(73,117)	—	32,551	(311,197)
2024	CEO	7,468,249	1,815,281	—	516,852	—	129,109	9,929,491
	Other NEOs	2,654,832	299,166	—	171,933	—	31,815	3,157,746
2023	CEO	1,139,605	(2,495,253)	—	(547,281)	—	25,004	(1,877,925)
	Other NEOs	202,126	(490,073)	—	(84,229)	—	10,595	(361,581)
2022	CEO	1,291,231	(5,265,971)	—	(726,187)	—	22,217	(4,678,710)
	Other NEOs	535,890	(663,576)	143,163	(69,635)	—	13,132	(41,026)
2021	CEO	13,255,049	1,292,410	—	9,919	—	62,213	14,619,591
	Other NEOs	2,833,444	187,112	—	1,017	—	11,498	3,033,071

- (3) Represented for each of the indicated fiscal years is the cumulative weighted TSR of our custom [TSR peer group](#). The peer group for purposes of this table for each of 2025, 2024, 2023, 2022, and 2021 is the same as our peer group as set in the [Fiscal 2025 Compensation Program - Long-Term Incentives](#) section of the [CD&A](#).
- (4) Net income (loss) used within this table refers to “Net earnings (loss) attributable to MillerKnoll, Inc.” as presented in our Annual Report on Form 10-K Consolidated Statements of Comprehensive Income.
- (5) In accordance with Item 402(v) of Regulation S-K, we determined EBITDA, As Adjusted by the Compensation Committee, to be our Company Selected Measure (“CSM”) that is the most important financial performance measure for fiscal 2025, used to link Compensation Actually Paid (“CAP”) to our NEOs because it is applied to both our AIP and LTI. EBITDA, As Adjusted is the Company’s net income or loss before interest, taxes, depreciation, and amortization, excluding earnings attributable to noncontrolling interests and plus or minus any adjustments approved by the Committee. For fiscal 2025 and 2024, the Committee approved adjustments to EBITDA related to (1) costs incurred related to restructuring actions, (2) integration costs related to the Knoll acquisition, (3) non-cash intangible asset impairment charges, and (4) variances to plan related to actual versus budgeted foreign currency rates. For fiscal years 2023, 2022, and 2021, EBITDA, As Adjusted was not used as a financial measure for performance-based incentives; thus, the Committee did not approve and it is provided for comparison purposes only, and includes the adjustments noted above as well as adjustments related to charges associated with the extinguishment of debt.

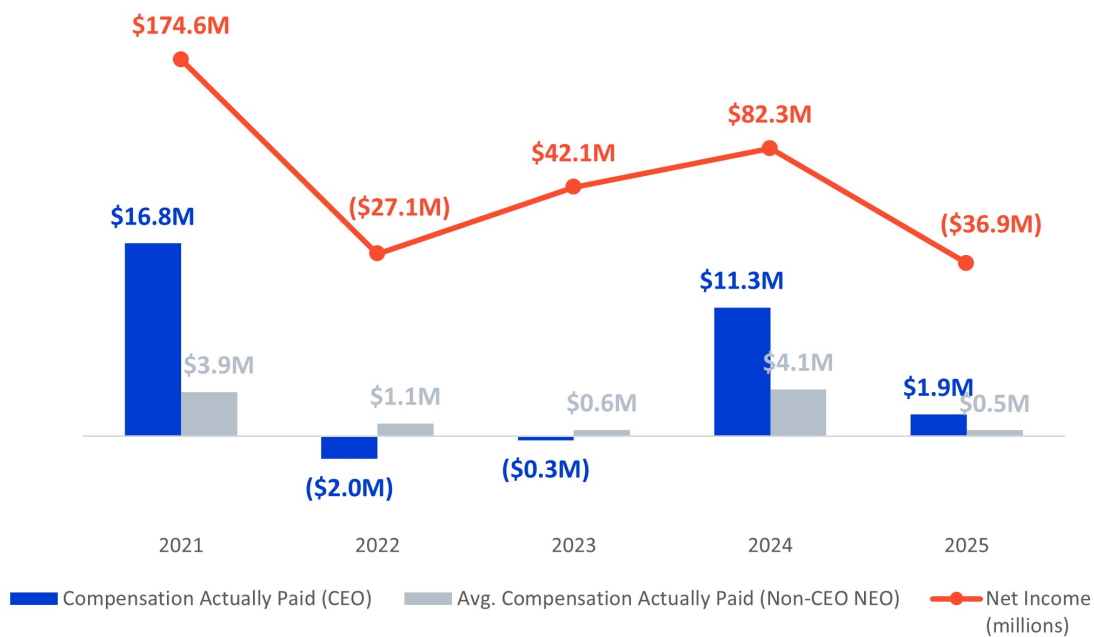
Relationships Between Compensation Actually Paid and Performance

The first three graphs below provide comparisons of CAP for our CEO and Other NEOs as compared to (1) our cumulative TSR, (2) Net Income, and (3) EBITDA, As Adjusted, each as shown in the [Pay Versus Performance Table](#). The last graph below provides a comparison of our cumulative TSR and our peer group’s cumulative TSR.

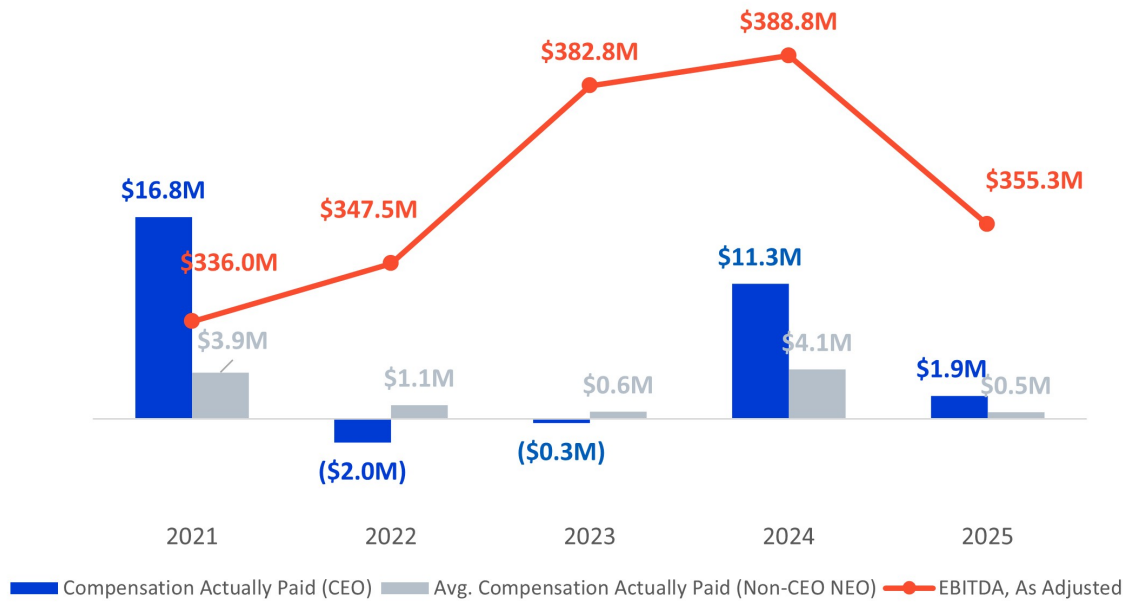
CAP vs. Company TSR



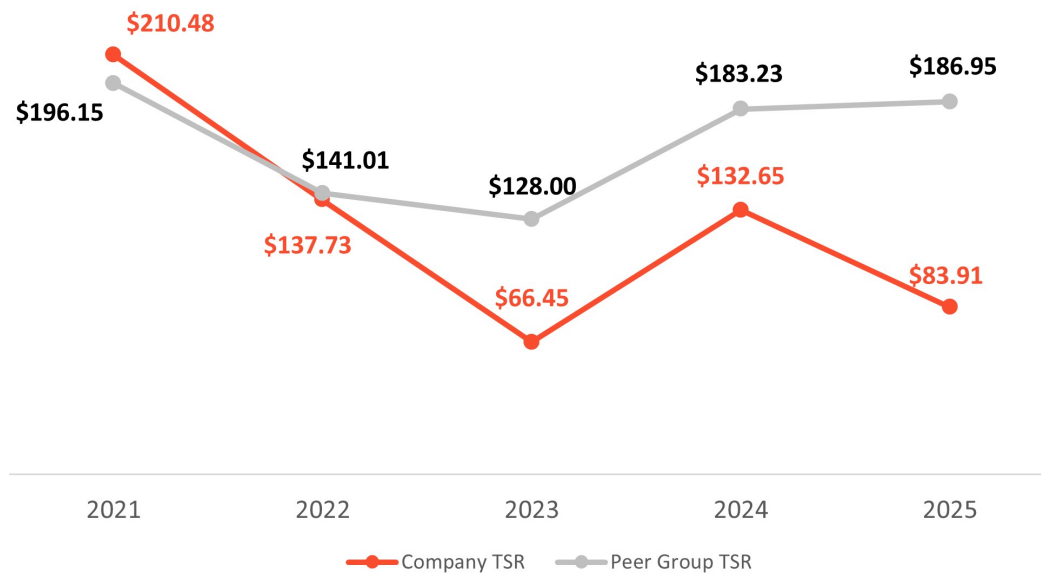
CAP vs. Net Income



CAP vs. EBITDA, As Adjusted



Company vs. Peer Group TSR



Most Important Financial Performance Measures

Based on performance measures applied to our AIP and LTIP as discussed in the [Fiscal 2025 Compensation Program](#) section of the [CD&A](#), the following are the most important financial performance measures used by the Company to link our NEOs' CAP to the Company's performance. The performance measures with an asterisk (*) are subject to adjustments as approved by the Committee each year.

Tabular List of Financial Performance Measures

EBITDA, As Adjusted*

Operating Earnings, As Adjusted*

Revenue

Relative Total Shareholder Return ("rTSR")
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EQUITY COMPENSATION PLAN INFORMATION

The table below presents information as of May 31, 2025, for the MillerKnoll, Inc. 2023 Long-Term Incentive Plan, as amended (LTI Plan), the Knoll, Inc. 2021 Stock Incentive Plan, as amended (the “Knoll Plan”), and the MillerKnoll, Inc. Employee Stock Purchase Plan (ESPP), all of which were approved by shareholders. For a description of the awards issued under these plans, see *Note 9 - Stock-Based Compensation* of our Consolidated Financial Statements in our Annual Report on Form 10-K for fiscal 2025. We do not have any equity compensation plans that have not been approved by our shareholders.

Plan Category	(a) Number of securities to be issued upon exercise of outstanding options, warrants, and rights	(b) Weighted-average exercise price of outstanding options, warrants, and rights (\$) ⁽¹⁾	(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) ⁽²⁾
Equity compensation plans approved by security holders	6,932,652	24.19	6,119,648

(1) The weighted-average exercise price is calculated based solely on the exercise prices of the outstanding options and does not reflect the shares that will be issued upon the vesting of outstanding awards of RSUs and PSUs, which have no exercise price.

(2) As of May 31, 2025, 4,668,275 shares and 1,451,373 shares remain available for future issuance under the LTI Plan and the ESPP, respectively.

PROPOSAL

3

RATIFICATION OF AUDIT COMMITTEE'S
SELECTION OF INDEPENDENT REGISTERED
PUBLIC ACCOUNTING FIRM

Our Audit Committee has appointed KPMG LLP as our independent registered public accounting firm for the fiscal year ending May 30, 2026. Representatives of KPMG LLP will participate in the Annual Meeting of Shareholders and will be available to respond to appropriate questions. Shareholders may submit questions online at www.virtualshareholdermeeting.com/MLKN2025. The KPMG LLP representatives will have the opportunity to make a statement if they desire.

Although the submission of this matter for approval by shareholders is not legally required, our Board of Directors believes that such submission follows sound corporate business practice and is in the best interests of our shareholders. If our shareholders do not approve the selection of KPMG LLP, the selection of this firm as our independent registered public accounting firm will be reconsidered by the Audit Committee. Even if our shareholders ratify the selection of KPMG LLP, the audit committee in its discretion, may select a different independent registered public accounting firm at any time during the year if it is determined that such a change would be in the best interest of the Company and its shareholders. This ratification of the appointment of KPMG requires the affirmative vote of a majority of the votes cast on this proposal. Unless otherwise instructed by you, brokers, banks, and other street name holders will have the discretionary authority to vote your shares on this matter.

The Board of Directors recommends a vote “FOR” this proposal to ratify the appointment of KPMG LLP as our Company’s independent registered accounting firm for fiscal 2026.

Disclosure of Fees Paid to Independent Auditors

The following table summarizes the aggregate fees billed to us by KPMG LLP for the fiscal years ended as shown below:

Fiscal Year Ended (\$ in millions)	May 31, 2025	June 1, 2024
Audit Fees ⁽¹⁾	\$ 5.6	\$ 4.4
Tax Fees ⁽²⁾	0.9	1.0
Total	\$ 6.5	\$ 5.4

(1) Includes fees billed for the audit of and accounting consultations related to our Consolidated Financial Statements included in our Annual Report on Form 10-K, including the associated audit of our internal controls, the review of our financial statements included in our quarterly reports on Form 10-Q, and services in connection with statutory and regulatory filings.

(2) Comprised of fees billed for a diverse range of tax compliance, tax advice, and tax planning across the organization.

Our Audit Committee has adopted a policy for pre-approving services performed by our independent registered public accounting firm and other firms. This policy requires the Audit Committee’s pre-approval of all services that may be provided by our independent registered public accounting firm and certain audit services provided by other firms. The policy authorizes the Committee to delegate to one or more of its members pre-approval authority with respect to permitted services. The Audit Committee approved all audit and non-audit services provided by KPMG LLP in fiscal 2025 in accordance with this policy.

REPORT OF THE AUDIT COMMITTEE

Our Audit Committee's purpose is to oversee the accounting and financial reporting processes of the Company, the audits of our financial statements and Management's assessment of internal controls, the qualifications of the public accounting firm engaged as the Company's independent registered public accounting firm, and the performance of our internal auditors and independent registered public accounting firm. The Committee's function is more fully described in its charter, which the Board has adopted and is available on our website at https://library.hermanmiller.group/m/4a515a4de687d521/original/millerknoll_audit_committee_charter_2025.pdf. The Committee reviews the charter on an annual basis. The Board annually reviews the Nasdaq listing rules definition of independence for Audit Committee members and has determined that each member of the Committee meets that standard.

The Audit Committee of the MillerKnoll, Inc. Board of Directors ("Committee" or "we") has reviewed and discussed with management and KPMG LLP the Company's audited financial statements for the year ended May 31, 2025, management's assessment of the effectiveness of the Company's internal controls over financial reporting, and KPMG LLP's evaluation of our internal controls over financial reporting.

The Committee has discussed with KPMG LLP the results of the independent auditors' examinations and the judgments of the independent auditors concerning the quality, as well as the acceptability, of the Company's accounting principles and such other matters that we are required to discuss with the independent auditors under applicable rules, regulations, or generally accepted auditing standards, including the matters required to be discussed by applicable rules of the Public Company Accounting Oversight Board ("PCAOB") and those of the Securities and Exchange Commission ("SEC"). We have also received and reviewed the written disclosures and the letter from KPMG LLP per the applicable requirements of the PCAOB regarding KPMG LLP's independence, and we have discussed with KPMG LLP their independence, including a consideration of the compatibility of non-audit services with their independence.

Based on the reviews and discussions referred to above, the Committee recommended to the Board of Directors that the financial statements referred to above be included in the Company's Annual Report on Form 10-K for the year ended May 31, 2025, and we selected KPMG LLP as the independent auditor for fiscal 2026.

Audit Committee of the Board of Directors

Lisa A. Kro (Chair)

John T. Maeda

Heidi J. Manheimer

Michael R. Smith

PROPOSAL

4

APPROVE THE MILLERKNOLL, INC. 2025 LONG-TERM INCENTIVE PLAN

The Board has adopted, subject to shareholder approval, the MillerKnoll, Inc. 2025 Long-Term Incentive Plan (the “Plan”). The Plan is an amendment and restatement of our existing MillerKnoll, Inc. 2023 Long-Term Incentive Plan approved by our shareholders in 2023. Shareholders are being asked to approve the Plan at the Annual Meeting. The material terms of the Plan are summarized below, and a copy of the Plan is attached as [Appendix B](#) to this Proxy Statement. The following summary is subject in its entirety to the specific provisions contained in the complete text of the Plan set forth in [Appendix B](#) to this Proxy Statement.

Overview of the Plan

The Plan provides for the grant of a variety of equity-based awards, described in more detail below, such as stock options, including incentive stock options as defined in section 422 of the Internal Revenue Code, as amended (the “Code”), stock appreciation rights (SARs), restricted stock and restricted stock units, performance stock units, and other stock-based awards.

Administration

The Plan is administered by the Compensation Committee of the Board (the “Committee”), which is required to consist of no fewer than three non-employee directors, as defined in Rule 16b-3(b)(3) of the Exchange Act. The Committee determines who may participate in the Plan; the types of awards (or combinations thereof) to be granted; the number of shares of common stock to be covered by each award; and the terms and conditions of each award, such as conditions of forfeiture, transfer restrictions, and vesting requirements. The Committee may delegate to one of its members, or to an officer of the Company, certain of its powers under the Plan, subject to limitations described in the Plan.

Eligibility

The Plan authorizes awards to non-employee directors and all employees of the Company or its subsidiaries. As of August 15, 2025, the Company had 10 non-employee directors and 10,445 employees (including employees of Company subsidiaries). The Committee determines who may participate in the Plan. All future grants under Plan are within the discretion of the Committee.

Shares Authorized for Issuance

The existing 2023 Long-Term Incentive Plan authorizes the Company to issue a total of 17,764,945 shares of its common stock pursuant to the plan. As of August 15, 2025, under the 2023 Long-Term Incentive Plan

- 1,998,097 shares remain available for the grant of future awards
- 4,217,434 shares are subject to outstanding stock options (with weighted exercise price of \$24.22 and a weighted average remaining term of 6.29 years).
- 2,860,496 shares subject to outstanding, unvested full-value awards

The Company proposes to increase the share reserve by 3,400,000 shares. The restatement of the Plan being proposed for shareholder approval authorizes the Company to issue a total of 21,164,945 shares including the 17,764,945 shares reserved for issuance under the plan being restated (as detailed above) plus 3,400,000 additional shares. No additional shares would be issuable pursuant to the 2023 Long-Term Incentive Plan (which is being restated by the Plan proposed for shareholder approval). Shares to be issued pursuant to the Plan may be either authorized and unissued shares or shares reacquired by the Company.

Pursuant to the Plan, any shares subject to an award that terminates without the issuance of the shares, including awards that are settled in cash in lieu of shares, will be available again for issuance under the Plan and will increase the total number of shares available for grant by (a) two shares if such share is subject to a full value award, and (b) one share if such share was subject to any other type of award. The number of shares available for issuance under the Plan will not, however, be increased by the number of shares that are (1) tendered by the participant or withheld by the Company in payment of the purchase price of an option, (2) tendered by the participant or withheld by the Company to satisfy any tax withholding obligation with respect to an award, (3) purchased by the Company with proceeds received from the exercise of an option, (4) subject to a SAR that are not issued in connection with the stock settlement of that right upon its exercise, (5) subject to the cancellation of a SAR granted in tandem with an option upon the exercise of the option, and (6) subject to the cancellation of an option granted in tandem with a SAR upon the exercise of that SAR.

Pursuant to the Plan, the maximum value, measured as of the award date, of all awards granted to a non-employee director during any fiscal year is \$750,000.

Types of Awards

The following is a summary of each of the types of awards that may be granted under the Plan. These summaries are qualified in all respects by the provisions of the Plan.

An “Option” is a contractual right to purchase a number of shares at a price determined at the date the option is granted. The exercise price included in both incentive stock options and nonqualified stock options must equal at least 100% of the fair market value of our stock at the date of the grant. The Plan prohibits the repricing of options. Except as otherwise provided in the Plan, options may not be exercised prior to the first anniversary of the date they are granted. Subject to these limitations, options will be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee and set forth in the option agreement.

A “Stock Appreciation Right” is an award with the right to receive stock or cash of an equivalent value in an amount equal to the difference between the price specified in the SAR and the prevailing market price of the Company’s common stock at the time of exercise. As with options, the per share exercise price for a SAR may not be less than 100% of the fair market value of our stock on the date of grant. The Plan prohibits the repricing of SARs. Except as otherwise provided in the Plan, SARs may not be exercised prior to the first anniversary of the date they are granted. Subject to these limitations, SARs will be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee and set forth in the award agreement.

“Restricted Stock” is an award of common stock granted to an employee for no or nominal consideration. A recipient of a restricted stock award will have all the rights of a shareholder, including the right to vote and receive dividends, provided that such dividends will generally not vest unless and until the Restricted Stock becomes vested. In general, shares of restricted stock are subject to forfeiture if the participant does not meet certain conditions such as continued employment over a specified vesting period and/or the attainment of specified performance objectives.

“Restricted Stock Unit” is an award representing the right to receive, in cash and/or shares of common stock, subject to certain conditions such as continuing employment and/or the achievement of specified performance or other objectives.

“Performance Stock Unit” is an award of the right to receive stock or cash of an equivalent value at the end of the designated performance period upon the attainment of specified performance goals. Performance Stock Units are a type of award where the grant, exercise, and/or settlement of such award is contingent upon the achievement of pre-established performance goals and other terms established by the Committee.

An “Other Stock-Based Award” is any other award that may be granted under the Plan that is valued in whole or in part by reference to, or is payable in or otherwise based on, common stock.

Forfeiture of Awards

Awards may be subject to forfeiture by participants to the extent a participant violates or breaches any agreement between the participant and the Company or any Company policy or procedure, including our Code of Conduct. Awards

may be subject to forfeiture if a participant is terminated for cause. Awards under the Plan are subject to mandatory repayment by a participant to the extent that the participant is or becomes subject to any Company clawback or recoupment policy, or any law or regulation that imposes mandatory recoupment.

Termination of Employment

The award agreement for each award made pursuant to the Plan will specify the terms relating to the exercise, vesting, settlement, cancellation, or forfeiture of the award upon termination of employment, based on the reason for termination. These may include terms relating to the satisfaction of performance goals and the termination of the vesting period or performance period.

Amendment or Termination of the Plan

The Board may at any time amend, discontinue, or terminate all or any part of the Plan. No amendment may be made without shareholder approval that would (a) increase the aggregate number of shares of common stock that may be issued under the Plan, (b) change the definition of employees eligible to receive awards under the Plan, or (c) otherwise materially increase the benefits to participants in the Plan. Except as required by law, the termination or any amendment of the Plan may not impair the rights of any participant without his or her consent.

Summary of Federal Income Tax Consequences

The following summarizes the consequences of the grant and acquisition of awards under the Plan for federal income tax purposes, based on management's understanding of existing federal income tax laws. This summary is necessarily general in nature and does not purport to be complete. Also, state and local income tax consequences are not discussed and may vary from locality to locality. The exact federal income tax treatment of transactions under the Plan will vary depending upon the specific facts and circumstances involved and participants are advised to consult their personal tax advisors with regard to all consequences arising from the grant or exercise of awards and the disposition of any acquired shares.

Stock Options

Plan participants will not recognize taxable income at the time an option is granted under the Plan unless the option has readily ascertainable market value at the time of grant. The Company believes that options to be granted under the Plan will not have readily ascertainable market values; therefore, income will not be recognized by participants before the time of exercise of an option. For Nonqualified Stock Options, the difference between the fair market value of the shares at the time an option is exercised and the option price generally will be treated as ordinary income to the optionee, in which case the Company will be entitled to a deduction equal to the amount of the optionee's ordinary income.

Stock Appreciation Rights

Upon the grant of a SAR, the participant will realize no taxable income, and the Company will receive no deduction. Upon the exercise of the SAR, the value of the shares and/or cash received is generally taxable to the participant as ordinary income, and the Company generally will be entitled to a corresponding tax deduction. If the SAR is settled in shares of common stock, upon the participant's subsequent disposition of such shares, the participant will recognize a capital gain or loss (long-term or short-term, depending on the holding period) to the extent the amount realized from the sale differs from the tax basis (i.e., the fair market value of the common stock on the exercise date).

Restricted Stock

Recipients of shares of restricted stock that are not transferable and are subject to substantial risk of forfeiture at the time of grant will not be subject to federal income taxes until the lapse or release of the restrictions or sale of the shares, unless the recipient files a specific election under the Code to be taxed at the time of grant. The recipient's income and the Company's deduction will be equal to the excess of the then fair market value (or sale price) of the shares less any purchase price. Any otherwise taxable disposition of the restricted stock after the time the restrictions lapse or are released will result in a capital gain or loss (long-term or short-term, depending on the holding period) to the extent the amount realized from the sale differs from the tax basis (i.e., the fair market value of the common stock on the date the restrictions lapse or are released). Dividends paid in cash and received by a participant prior to the time the restrictions

lapse or are released will constitute ordinary income to the participant in the year paid and the Company will generally be entitled to a corresponding deduction for such dividends. Any dividends paid in stock may be treated as an award of additional restricted stock subject to the tax treatment described herein.

Restricted Stock Units

No taxable income is realized by a participant upon the grant of restricted stock unit (RSU) awards. Upon distribution of the shares subject to the award or payment of cash, the participant would recognize ordinary income based upon the fair market value of the shares at the time the stock is delivered or in the amount of cash received by the participant. The Company will be entitled to a deduction at the time and in the amount that the participant recognized ordinary income. If the RSUs are settled in whole or in part in shares, upon the participant's subsequent disposition of the shares, the participant will recognize a capital gain or loss (long-term or short-term, depending on the holding period) to the extent the amount realized upon disposition differs from the shares' tax basis (i.e., the fair market value of the shares on the date the participant received the shares).

Performance Stock Units

Participants are not taxed upon the grant of performance stock unit (PSU) awards. Upon receipt of the underlying shares or cash, a participant will recognize ordinary income on the amount of cash received and/or the current fair market value of stock received, and the Company will be entitled to a corresponding deduction. Upon the participant's subsequent disposition of any shares received, the participant will recognize a capital gain or loss (long-term or short-term, depending on the holding period) to the extent the amount realized from the disposition differs from the shares' tax basis (i.e., the fair market value of the shares on the date the participant received the shares).

Tax Deductibility Limitations

The Plan is intended to enable the Company to provide certain forms of compensation to executive officers that will meet the requirements for tax deductibility under Section 162(m) of the Code. The Code limits the allowable tax deduction that may be taken by the Company for compensation paid to its Chief Executive Officer and certain other highly compensated executive officers of a publicly traded company. The compensation limit is currently set at \$1,000,000 per executive per year.

Adjustment for Certain Corporate Transactions

General Anti-Dilution Adjustments

The Plan provides for the adjustment of the terms of outstanding awards in order to preserve the proportionate interest of the holders in those awards if the number of outstanding shares of the Company's common stock has increased or decreased or other changes in the Company's stock occur as a result of any recapitalization, reclassification, stock split, reverse stock split, spin-off, combination of stock, exchange of stock, stock dividend, or other distributions payable in capital stock, or other similar adjustments in the Company's common stock. If the Company is the surviving entity in any reorganization, merger, or similar transaction with one or more entities that does not result in a change of control (as defined in the Plan), any options, SARs, restricted stock, or restricted stock units will pertain to and apply to the securities to which a holder of the number of shares of common stock subject to those awards would have been entitled immediately after the transaction, with any corresponding proportionate adjustment to the per share option price or SAR price. In addition, as a result of any such transaction, performance-based awards will be adjusted to apply to the securities that a holder of the number of shares of stock subject to such performance-based awards would have been entitled to receive immediately after the transaction. The Plan also provides for the adjustment of the share limits in the Plan under these circumstances.

Adjustments for Change in Control Transactions in Which Awards Are Assumed or the Company is the Surviving Entity

Except as otherwise provided in an award agreement, in the event of a change in control in which the Company is the surviving entity or under which outstanding awards are assumed or continued, the Plan provides for a corresponding adjustment to the outstanding awards to preserve the intrinsic value of those awards by the Company or its successor; provided those outstanding awards would be subject to accelerated vesting if, within a two-year period following a change in control, the participant's employment is terminated without cause, the participant terminates for good reason, or the

participant's employment terminates under circumstances that entitle the participant to accelerated exercisability under any individual employment agreement with the participant.

Adjustments for Change in Control Transactions in Which Awards Are Not Assumed

Except as otherwise provided in an award agreement, upon a change in control of the Company in which the outstanding awards are not assumed or continued, awards other than performance-based awards will be deemed to be immediately vested, or the Committee, at its election, may cancel those awards and pay the value of those awards to participants. With respect to performance-based awards under any such transaction, if less than half the performance period has lapsed, those awards will be converted into shares or similar securities, assuming target performance has been achieved. If at least half of the performance period has lapsed, those performance-based awards will be converted into shares or similar securities based upon actual performance to date.

Required Vote for Approval

At least a majority of the total votes cast on the proposed Plan at the Annual Meeting, by person or by proxy, is required to approve the proposed Plan. Broker non-votes and abstentions will not be treated as votes cast on the proposal. Unless otherwise directed by marking the accompanying proxy, the proxy holders named therein will vote for the approval of the proposed Plan.

**The Board of Directors recommends a vote "FOR" the approval
of the MillerKnoll, Inc. 2025 Long-Term Incentive Plan**

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The Board of Directors has adopted a written policy on related party transactions. Under that policy, with certain limited exceptions, all proposed transactions between the Company and any directors, nominees for director, executive officers or their respective affiliates are required to be reported to the Governance and Corporate Responsibility Committee.

The policy provides that certain categories of related party transactions are pre-approved, including (1) certain small transactions where the related party is not an executive officer of the other party, (2) employee compensation reported in the Company's proxy statement or that would be reported if the employee was a named executive officer, (3) director compensation reported in the Company's proxy statement, (4) transactions based on ownership of the Company's common stock that are pro rata with all other shareholders, (5) transactions determined by competitive bids, and (6) transactions with terms fixed in conformity with law or governmental authority. The Governance and Corporate Responsibility Committee reviews all other proposed related party transactions. In determining whether to approve or ratify a transaction under the policy, the Governance and Corporate Responsibility Committee will take into account, among other factors it deems appropriate, (1) whether the transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances, and (2) the extent of the interest in the transaction. If the transaction involves a director or a nominee for director, the Committee also considers whether the transaction will impact such individual's status as an independent director pursuant to applicable SEC and/or Nasdaq rules.

DELINQUENT SECTION 16(A) REPORTS

Section 16(a) of the Exchange Act requires our directors and executive officers, and holders who beneficially own greater than 10% of our common stock, to file certain reports of securities ownership and changes in such ownership with the SEC. Specific due dates for these reports have been established by the SEC, and the Company is required to report any known failure to file by these dates in this Proxy Statement.

To the Company's knowledge, based solely on a review of the copies of the reports filed with the SEC and on written representations from certain reporting persons that no other reports were required, we believe all filings required by our officers, directors, and persons who own more than 10% of our outstanding common stock were timely filed for the fiscal year ended May 31, 2025, through the date of this Proxy Statement.

SECURITY OWNERSHIP

Voting Securities

On August 15, 2025, we had 68,464,446 shares of common stock issued and outstanding, par value \$0.20 per share. Shareholders are entitled to one vote for each share of common stock registered in their names at the close of business on August 15, 2025, the Record Date fixed by our Board of Directors for the Annual Meeting. Votes cast at the meeting and submitted by proxy will be tabulated by Broadridge Financial Solutions, Inc.

Security Ownership of Certain Beneficial Owners and Management

Beneficial Ownership of Principal Shareholders

Based on a review of ownership reports filed with the SEC on or before August 15, 2025, the principal shareholders listed below are the only owners of greater than 5% of MillerKnoll's outstanding voting securities as of August 15, 2025. This information may not be accurate or complete, and MillerKnoll takes no responsibility for such information and makes no representation as to its accuracy or completeness. This information does not include changes in share ownership reported by the reporting person after the date of this table.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Common Stock Outstanding
BlackRock, Inc. 50 Hudson Yards New York, NY 10001	10,385,383 ⁽¹⁾	15.17%
The Vanguard Group, Inc. 100 Vanguard Boulevard Malvern, PA 19355	7,949,339 ⁽²⁾	11.61%
AllianceBernstein L.P. 501 Commerce Street Nashville, TN 37203	4,825,142 ⁽³⁾	7.05%
Dimensional Fund Advisors LP 6300 Bee Cave Road, Building 1 Austin, TX 78746	3,752,126 ⁽⁴⁾	5.48%

- (1) Information is based solely upon Schedule 13F filed with the SEC on August 12, 2025, by BlackRock, Inc. The filing indicates that as of June 30, 2025, BlackRock, Inc. had sole voting power for 10,156,505 shares and sole dispositive power for 10,385,383 shares.
- (2) Information is based solely upon Schedule 13F filed with the SEC on August 11, 2025, by The Vanguard Group, Inc. The filing indicates that as of June 30, 2025, The Vanguard Group, Inc. had shared voting power for 92,793 shares, shared dispositive power for 175,372 shares, and sole dispositive power for 7,773,967 shares.
- (3) Information is based solely upon Schedule 13F filed with the SEC on August 14, 2025, by AllianceBernstein L.P. The filing indicates that as of June 30, 2025, AllianceBernstein L.P. had sole voting power for 4,060,997 shares, and shared dispositive power for 4,825,142 shares.
- (4) Information is based solely upon Schedule 13F filed with the SEC on August 12, 2025, by Dimensional Fund Advisors LP. The filing indicates that as of June 30, 2025, Dimensional Fund Advisors LP had sole voting power for 3,494,917 shares, shared voting power for 163,877 shares, shared dispositive power for 170,716 shares, and sole dispositive power for 3,581,410.

Beneficial Ownership of Directors and Executive Officers

The following tables sets forth the beneficial ownership of common stock as of the Record Date, August 15, 2025, for each of the Company's directors and each NEO of the Company, and by all directors and executive officers as a group.

Beneficial ownership is determined in accordance with SEC rules, which generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities and include shares of common stock issuable upon vesting or exercise of equity awards within 60 days of the Record Date. Except as described in the notes to the table presented below, the following persons have sole voting and dispositive power as to all their respective shares. Percentage ownership calculations are based on 68,464,446 shares of common stock outstanding at the close of business on August 15, 2025.

Name	Amount and Nature of Beneficial Ownership ⁽¹⁾	Percent of Class
Christopher M. Baldwin	199,864	*
Tina Edekar Edmundson	7,306	*
Douglas D. French	33,057	*
Jeanne K. Gang	7,252	*
John R. Hoke III	58,692	*
Lisa A. Kro	52,406	*
John T. Maeda	8,907	*
Heidi J. Manheimer	41,332	*
John P. Michael	205,904	*
Andi R. Owen	1,346,151	1.97%
Debbie F. Propst	267,774	*
Michael C. Smith	30,810	*
Michael R. Smith	39,730	*
Jeffrey M. Stutz	421,352	*
Michael A. Volkema	243,615	*
All executive officers and directors as a group (18 persons)	3,733,481	5.45%

* Less than 1% of the outstanding common stock.

(1) Includes 2,457,857 shares with respect to which the NEOs and directors have the right to acquire beneficial ownership under stock options exercisable within 60 days of the Record Date: 133,288 shares for Mr. Baldwin; 155,796 shares for Mr. Michael; 1,046,781 shares for Ms. Owen; 216,568 shares for Ms. Propst; 18,281 shares for Mr. M.R. Smith; and 326,598 shares for Mr. Stutz. Includes 75,482 deferred stock units: 1,827 units for Ms. Edmundson; 8,988 units for Mr. French; 8,907 units for Mr. Maeda; 19,656 units for Mr. M.R. Smith; and 36,104 for Mr. Volkema.

INFORMATION ABOUT THE ANNUAL MEETING AND VOTING

Why am I receiving these materials?

Because you were a MillerKnoll, Inc. (“we,” “us,” “our,” the “Company,” or “MillerKnoll”) shareholder on August 15, 2025 (the “Record Date”), you are invited to attend its 2025 Annual Meeting of Shareholders on October 13, 2025, at 10:30 am Eastern Daylight Time (“EDT”) (the “Annual Meeting”). This Proxy Statement and the accompanying proxy card explain the items of business that will be brought to a vote at the Annual Meeting, and are furnished to the shareholders of MillerKnoll, Inc., on or about August 29, 2025, in connection with the solicitation by the Board of Directors of the proxies to be used at the Annual Meeting.

What is a proxy?

A proxy is your authorization for someone else to vote your shares for you in the way you want to vote and allows you to be represented at our Annual Meeting if you are unable to attend. When you complete and submit a proxy card, use the automated telephone voting system, or use the Internet voting system, you are submitting a proxy.

What is a proxy statement?

A proxy statement is a document the United States Securities and Exchange Commission (SEC) requires us to provide you to explain the matters on which we are asking you to vote at our Annual Meeting by proxy and to disclose certain information that may be helpful to you in deciding how to vote.

Why am I receiving my proxy materials electronically instead of a paper version through the mail?

To support our ongoing commitment to sustainability, we are sending proxy materials primarily online to reduce the amount of paper used, while also reducing costs associated with mailing these materials.

On or about August 29, 2025, we mailed to our shareholders of record (other than those who previously requested electronic delivery) a Notice of Internet Availability of Proxy Materials (“Notice of Internet Availability”) containing instructions on how to access this Proxy Statement and our Annual Report online. If you received a Notice of Internet Availability by mail, you will not receive a printed copy of the proxy materials in the mail. The Notice of Internet Availability instructs you on how to electronically access and review all information contained in this Proxy Statement and the Annual Report, and it provides you with information on voting.

If you received a Notice of Internet Availability by mail and would like to receive a paper copy of our proxy materials, follow the instructions contained in the Notice of Internet Availability on how to request your materials in printed form on a one-time or an ongoing basis.

Where are the 2025 Proxy Materials available electronically?

You may view our electronic 2025 Proxy Statement and Annual Report on Form 10-K by visiting our Investor Relations’ Annual Reports website page at www.millerknoll.com/investor-relations/financials-filings/annual-report.

Who is entitled to vote?

Only shareholders of record of our common stock at the close of business on August 15, 2025, the Record Date, are entitled to vote at the 2025 Annual Meeting. Each shareholder of record has one vote for each share of common stock owned as of the Record Date, on each matter presented for a vote at the Annual Meeting.

What is the difference between a registered shareholder of record and a “street name” holder?

If your shares are registered directly in your name on the records of our transfer agent, Computershare Trust Company, N.A., then you are the registered shareholder of record concerning those shares. If your shares are held in a stock brokerage account, by a bank, or by another nominee, then the brokerage firm, bank, or other nominee is considered to be the shareholder of record concerning those shares. However, you still are considered the beneficial owner of those shares, and your shares are said to be held in “street name.” Street name holders generally cannot vote their shares directly and must instead instruct the brokerage firm, bank, or other nominee how to vote their shares. See the *How do I vote my shares?* section on the following page.

How do I vote my shares?

If your shares are held in “street name,” follow the instructions provided by your brokerage firm, bank, or nominee.

If you are a registered shareholder of record, you can vote in any one of the following ways:

- **Via the Internet:** Go to www.proxyvote.com to vote via the Internet using the 16-digit control you were provided on your proxy card or Notice of Internet Availability, and follow the instructions on the website.
- **By Telephone:** Call 1 800 690 6903 from within the United States to vote using the 16-digit control number you were provided on your proxy card or Notice of Internet Availability, and follow the instructions given by the voice prompts.
- **By Mail:** Mark, sign, date, and return the proxy card in the envelope provided. Allow ample time for it to be delivered as it must be received by the vote tabulator by October 8, 2025.

If you sign and return your proxy, but do not give voting instructions, the shares represented by the proxy will be voted as recommended by the Board as described in this Proxy Statement. If any other matters properly come before the Annual Meeting or any adjournment or postponement of the meeting (other than the proposals contained in this Proxy Statement), then the named proxies will have authority to vote your shares on those matters in accordance with their discretion and judgment.

If you vote via the Internet or by telephone, your electronic vote authorizes the named proxies in the same manner as if you signed, dated, and returned a proxy card by mail.

- **By Scanning the QR Code:** Scan the QR Code located on your proxy card or Notice of Internet Availability to access www.proxyvote.com and vote your shares via the Internet. Additional software may be required for scanning.
- **Online at the Virtual Annual Meeting:** Fifteen minutes prior to start time, you should log on at www.virtualshareholdermeeting.com/MLKN2025 to complete online check-in procedures. You will be required to enter your 16-digit control number provided on your proxy card or Notice of Internet Availability. During the virtual meeting, you will be able to listen, vote shares electronically, and submit questions. There will be no physical location for shareholders to attend.

When are the deadlines to submit my vote?

We encourage you to vote your shares prior to the Annual Meeting. For shares held directly, the deadline for voting by phone and online voting is 11:59 pm Eastern time, Sunday, October 12, 2025. If you mail your proxy card, it must be received by Friday, October 8, 2025.

For shares held in a plan, such as the MillerKnoll Retirement Plan, the deadline for online voting and voting by phone is 11:59 pm Eastern time, Wednesday, October 8, 2025.

Can I revoke my proxy?

You may revoke a proxy by:

- delivering written notice of revocation to the *Corporate Secretary of MillerKnoll, Inc., 855 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302*;
- submitting another properly completed proxy card that is later dated;
- voting by telephone at a subsequent time;
- voting online at a subsequent time; or
- voting at the Annual Meeting.

If you hold your shares in “street name,” you must vote them in accordance with the voting instructions provided by your brokerage firm, bank, or other nominee.

How many votes do we need to hold the Annual Meeting?

To carry on the business of the meeting, we must have a quorum. This means that at least a majority of the shares that are outstanding and entitled to vote as of the Record Date must be in attendance at the Annual Meeting or by proxy. Shares are counted as in attendance at the meeting if the shareholder has taken either of the following actions:

- submitted a signed proxy card or other form of proxy (through the telephone or Internet), or
- logged into the virtual meeting using their 16-digit control number and voted electronically during the meeting.

On the Record Date, there were 68,464,446 shares of common stock issued and outstanding. Therefore, at least 34,232,223 shares need to be present at the Annual Meeting for a quorum.

What matters will be voted on at the meeting and how many votes are needed for each proposal?

We will ask you to vote on the proposals listed in the table below and consider any other matters as may properly come before the meeting or any adjournment or postponement thereof:

Proposal	Board Recommendation	Votes Required for Approval
1. Elect three directors each for a term of three years	FOR	Under the Company's majority vote standard for the election of directors (included in the Company's Bylaws and described in more detail above), in order to be elected, a nominee must receive a greater number of votes cast "for" his or her election than the number of votes "withheld" with respect to that director's election.
2. Approve, on an advisory basis, named executive officer compensation	FOR	Because the "say-on-pay" vote is advisory, the outcome of that vote will not be binding upon the Board of Directors or the Compensation Committee of the Board.
3. Ratify the selection of KPMG LLP as MillerKnoll, Inc.'s independent registered public accounting firm for fiscal 2026.	FOR	The ratification of the appointment of our independent registered public accounting firm requires the affirmative vote of a majority of the votes cast.
4. To approve the MillerKnoll, Inc. 2025 Long-Term Incentive Plan	FOR	At least a majority of the total votes cast is required to approve the proposed Plan.

All the proposals other than the ratification of the appointment of our independent registered public accounting firm are considered non-routine matters. Consequently, if your shares are held in "street name," your brokerage firm, bank or other nominee cannot vote your shares on these non-routine matters unless it has received voting instructions from you.

Abstentions and broker non-votes will not be counted as votes cast but will count for purposes of determining whether or not a quorum is present. So long as a quorum is present, abstentions and broker non-votes will not affect any of the matters presented for a vote at the Annual Meeting.

What happens if a nominee is unable to stand for re-election?

The Board may provide for a lesser number of directors or designate a substitute nominee by resolution. In the latter case, shares represented by proxies may be voted for a substitute nominee. We have no reason to believe any nominee will be unable to stand for re-election.

What alternatives do I have in voting on each of the proposals?

In the election of directors, you may vote “for” or “withhold authority to vote for” each nominee. For all other proposals, you may vote “for,” “against,” or “abstain.”

How can I participate in the virtual Annual Meeting?

You may attend and participate in the Annual Meeting online at www.virtualshareholdermeeting.com/MLKN2025. You will be able to vote electronically and submit questions during the meeting on this site. You will need the 16-digit control number that you received with your proxy card or Notice of Internet Availability of Proxy Materials to enter and attend the meeting.

How can I ask questions during the virtual Annual Meeting?

You may submit questions by logging in to the virtual meeting platform at www.virtualshareholdermeeting.com/MLKN2025, entering your 16-digit control number, typing your question into the “Ask a Question” field, and then clicking “Submit.” Questions pertinent to meeting matters will be answered during the meeting, subject to time constraints. Inappropriate questions, including those not pertinent to the meeting matters, relating to non-public material information, relating to pending litigation, or not otherwise suitable for the conduct of the Annual Meeting will not be addressed.

How can I get technical support during the virtual meeting?

We will have technicians available to assist you with any technical difficulties you may have accessing the virtual meeting. For any technical assistance needed while participating in the Annual Meeting, please contact our virtual meeting service provider at 1 844 986 0822 (U.S.) or 1 303 562 9302 (international).

Where do I find the voting results of the meeting?

We will announce voting results at the Annual Meeting if available. We will also disclose the voting results on a Current Report on Form 8-K that we will file with the SEC within four business days after the meeting.

Important Notice Regarding the Availability of Proxy Materials for the Shareholders Meeting to Be Held on October 13, 2025

This Proxy Statement along with our 2025 Annual Report is available at www.millerknoll.com/investor-relations/financials-filings/annual-report. You may obtain a printed copy, without charge, of the Company’s Annual Report on Form 10-K for the fiscal year ended May 31, 2025, as filed with the SEC, by sending a written request to either the *Corporate Secretary of MillerKnoll, Inc., 855 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302* or via email to MillerKnoll, Inc. Investor Relations at investor@millerknoll.com.

SHAREHOLDER PROPOSALS FOR THE 2026 ANNUAL MEETING

A shareholder wishing to submit proposals on matters appropriate for shareholder action to be presented at our 2026 Annual Meeting of Shareholders (the “2026 Annual Meeting”) and to be included in our proxy materials for that meeting may do so in accordance with Rule 14a-8 promulgated under the Exchange Act; whereby (1) all applicable requirements of Rule 14a-8 must be satisfied, (2) the notice must include various stock ownership and related information detailed in our Bylaws, and (3) such proposals must be received by us in writing by our *Corporate Secretary of MillerKnoll, Inc., 855 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302* not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the 2025 Annual Meeting of Shareholders. However, if the date of the 2026 Annual Meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the shareholder must be received not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the date of the 2026 Annual Meeting or, if the first public announcement of the date of the 2026 Annual Meeting is less than 100 days prior to the date of such meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Company. With respect to proposals to be considered at a special meeting of shareholders, written notice must be provided not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the date of such special meeting or, if the first public announcement of the date of such special meeting is less than 100 days prior to the date of such special meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Company.

Our Bylaws, which are available on our website at www.millerknoll.com/investor-relations/corporate-governance/bylaws, contain certain procedural requirements that shareholders must follow to bring an item of business before the 2026 Annual Meeting. These procedures require that notice of an intention to bring an item of business before our 2026 Annual Meeting must be received in writing by our *Corporate Secretary of MillerKnoll, Inc., 855 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302* no earlier than June 15, 2026, and no later than July 15, 2026. The notice must contain certain information about the shareholder making the proposal, including a representation that the shareholder intends to appear in person or by proxy at the 2026 Annual Meeting to bring the item of business before the meeting, and about the shareholder’s proposal, including the text of the proposal. Please refer to our Bylaws for additional details regarding the requirements to be met.

We did not receive any shareholder proposals to be presented at the 2025 Annual Meeting of Shareholders.

OTHER MATTERS

The cost of the solicitation of proxies will be borne by us. In addition to the use of mail, proxies may be solicited personally or by telephone or electronic means by a few of our regular employees. We may reimburse brokers and other people holding stock in their names or in the names of nominees for their expenses in sending proxy materials to the principals and obtaining their proxies.

Copies of the Notice of 2025 Annual Meeting of Shareholders and Proxy Statement and the 2025 Annual Report on Form 10-K, both filed with the SEC, are available, without charge, by sending a written request to either the *Corporate Secretary of MillerKnoll, Inc., 855 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302* or via email to MillerKnoll, Inc. Investor Relations at investor@millerknoll.com.

Shareholders are encouraged to vote promptly in advance of the Annual Meeting, even if planning to attend. Questions related to your registered holdings should be directed to *Computershare Trust Company, N.A., by postal mail to PO Box 43006, Providence, Rhode Island 02940-3006; by overnight delivery to 150 Royall Street, Suite 101, Canton, Massachusetts 02021; by phone at 1 866 768 5723 (United States) or 1 781 575 2879 (outside the United States); or online at www.computershare.com/investor.*

By Order of the Board of Directors of MillerKnoll, Inc.



Jacqueline H. Rice

Chief Legal Officer and Corporate Secretary

August 29, 2025

APPENDIX
ARECONCILIATION OF NON-GAAP
FINANCIAL MEASURES

This Proxy Statement contains references to non-GAAP financial measures that are not in accordance with, nor an alternative to, generally accepted accounting principles (“GAAP”) and may be different from non-GAAP measures presented by other companies. These non-GAAP financial measures are not measurements of our financial performance under GAAP and should not be considered as alternatives to the related GAAP measurement. These non-GAAP measurements have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP. Our presentation of non-GAAP measures should not be construed as an indication that our future results will be unaffected by unusual or infrequent items. We compensate for these limitations by providing equal prominence of our GAAP results.

The Company believes presenting these Non-GAAP financial measures is useful for investors as it provides financial information on a more comparative basis for the periods presented by excluding items that are not representative of the ongoing operations of the Company.

Included on the following pages of this Appendix and as defined below, are reconciliations of the following non-GAAP financial measures referenced in this Proxy Statement to the most directly comparable financial measures calculated and presented in accordance with GAAP as reported in our Annual Report on Form 10-K for the fiscal years ended May 31, 2025, and June 1, 2024:

- *Organic Net Sales (Company-wide and by segment)* is net sales, as reported and adjusted for acquisition charges, currency translation effects, and the impact of an extra week included in our fiscal 2023 reporting period.
- *Adjusted Earnings per Share* represents reported diluted earnings per share excluding the impact from amortization of purchased intangibles, acquisition and integration charges, debt extinguishment charges, restructuring expenses, impairment charges, other special charges or gains, and the related tax effect of these adjustments.
- *Adjusted Operating Earnings (Loss)* represents reported operating earnings plus acquisition and integration charges, amortization of purchased intangibles, restructuring expenses, impairment charges, and other special charges or gains.
- *Adjusted Operating Expenses* represents reported operating expenses excluding special charges or gains, restructuring expenses, amortization of purchased intangibles, acquisition and integration charges, and gain or loss on sale of Dealer.
- *Adjusted Gross Margin* represents gross margin plus restructuring charges, amortization of purchased intangibles, and impairment charges.
- *Adjusted Operating Margin* represents adjusted operating earnings as a percentage of sales.

Adjustments referenced in the reconciliations presented on the following pages are further described below and in the *Reconciliation of Non-GAAP Financial Measures* section of our Annual Report of Form 10-K for the fiscal year ended May 31, 2025, as filed with the SEC:

- *Amortization of Knoll purchased intangibles*: Includes expenses associated with the amortization of acquisition-related intangibles acquired as part of the Knoll acquisition. The revenue generated by the associated intangible assets has not been excluded from the related non-GAAP financial measure. We exclude the impact of the amortization of Knoll purchased intangibles as such non-cash amounts were significantly impacted by the size of the Knoll acquisition. Furthermore, we believe that this adjustment enables a better comparison of our results as amortization of Knoll purchased intangibles will not recur in future periods once such intangible assets have been fully amortized. Any future acquisitions may result in the amortization of additional intangible assets. Although we

exclude the amortization of Knoll purchased intangibles in these non-GAAP measures, we believe that it is important for investors to understand that such intangible assets were recorded as part of purchase accounting and contribute to revenue generation.

- *Integration charges:* Knoll integration-related costs include severance, accelerated stock-based compensation expenses, asset impairment charges, and expenses related to synergy realization efforts and reorganization initiatives.
- *Restructuring charges:* Includes costs associated with actions involving targeted workforce reductions and non-cash charges for the impairment of assets associated with the decision to close certain showrooms.
- *Impairment charges:* Includes non-cash, pre-tax charges for the impairment of assets associated with the decision to cease operating Fully as a stand-alone brand as well as impairment of the Knoll and Muuto trade names.
- *Tax related items:* We excluded the income tax benefit/provision effect of the tax related items from our non-GAAP measures because they are not associated with the tax expense on our ongoing operating results.

The following table reconciles net sales to organic net sales by each of the Company's reportable segments and in total for the fiscal years ended as indicated:

	Twelve Months Ended May 31, 2025			
	North America Contract ⁽¹⁾	International Contract ⁽²⁾	Global Retail ⁽³⁾	Total
<i>(Dollars in millions)</i>				
Net Sales, as reported	\$ 1,965.2	\$ 660.0	\$ 1,044.7	\$ 3,669.9
% change from PY	2.2%	2.2%	(1.5%)	1.1%
Adjustments				
Currency Translation Effects ⁽⁴⁾	2.4	3.1	0.7	6.2
Organic net sales	\$ 1,967.6	\$ 663.1	\$ 1,045.4	\$ 3,676.1
% change from PY	2.4%	2.7%	(0.3%)	1.6%

	Twelve Months Ended June 1, 2024			
	North America Contract	International Contract	Global Retail	Total
Net Sales, as reported	\$ 1,922.3	\$ 645.6	\$ 1,060.5	\$ 3,628.4
Adjustments				
HAY eCommerce	—	—	(11.8)	(11.8)
Organic net sales	\$ 1,922.3	\$ 645.6	\$ 1,048.7	\$ 3,616.6

- (1) The North America Contract segment includes the operations associated with the design, sourcing, manufacture and sale of furniture products directly or indirectly through an independent dealership network for office, healthcare, and educational environments throughout the United States and Canada as well as the global operations of the Spinneybeck|FilzFelt, Maharam, Edelman, and Knoll Textile brands.
- (2) The International Contract segment includes the operations associated with the design, sourcing, manufacture and sale of furniture products, indirectly or directly through an independent dealership network for office, healthcare, and educational environments in Europe, the Middle East, Africa, Asia-Pacific and Latin America.
- (3) The Global Retail segment includes global operations associated with the sale of modern design furnishings and accessories to third party retailers, as well as direct to consumer sales through eCommerce, direct-mail catalogs, and physical retail stores, along with the global operations of the Holly Hunt brand.
- (4) Currency translation effects represent the estimated net impact of translating current period sales and orders using the average exchange rates.

The following table reconciles earnings per share (“EPS”) to Adjusted EPS for the fiscal years ended as indicated:

	May 31, 2025	June 1, 2024
(Loss) EPS - Diluted	\$ (0.54)	\$ 1.11
Add: Amortization of Knoll purchased intangibles	0.35	0.32
Add: Integration charges	0.41	0.31
Add: Restructuring charges	0.22	0.42
Add: Impairment charges	1.88	0.24
Add: Knoll pension plan termination charges	0.01	—
Tax impact on adjustments	(0.38)	(0.32)
Adjusted EPS - Diluted	\$ 1.95	\$ 2.08
Weighted Average Shares Outstanding (used for Calculating Adjusted EPS) – Diluted	68,977,267	73,954,756

The following table reconciles Operating Earnings to Adjusted Operating Earnings (Loss) for the fiscal years ended as indicated:

<i>(Dollars in millions)</i>	May 31, 2025		June 1, 2024	
	\$	%	\$	%
Net Sales, as reported	\$ 3,669.9	100.0%	\$ 3,628.4	100.0%
Gross Margin	\$ 1,422.6	38.8%	\$ 1,419.5	39.1%
Total Operating Expenses	1,372.1	37.4%	1,252.3	34.5%
Operating Earnings	50.5	1.4%	167.2	4.6%
<u>Adjustments</u>				
Restructuring Charges	14.80	0.4%	30.80	0.8%
Integration Charges	28.30	0.8%	23.5	0.6%
Amortization of Knoll Purchased Intangibles	24.10	0.7%	23.9	0.7%
Impairment Charges	130.00	3.5%	16.8	0.5%
Knoll Pension plan termination charges	1.0	0.2 %	—	— %
Adjusted Operating Earnings	\$ 248.7	6.8%	\$ 262.2	7.2%

The following table reconciles Operating Expenses to Adjusted Operating Expenses for the fiscal years ended as indicated:

<i>(Dollars in millions)</i>	May 31, 2025		June 1, 2024	
	\$	%	\$	%
Operating Expenses	\$ 1,372.1	37.4%	1,252.3	34.5%
Less: Restructuring charges	14.8	0.4%	30.8	0.8%
Less: Integration Charges	27.8	0.8%	23.5	0.6%
Less: Amortization of Knoll purchased intangibles	24.1	0.7%	23.9	0.7%
Less: Impairment charges	130.0	3.5%	16.8	0.5%
Less: Knoll pension plan termination charges	1.0	—%	—	—%
Adjusted Operating Expenses	\$ 1,174.4	32.0%	\$ 1,157.3	31.9%

The following table reconciles Gross Margin to Adjusted Gross Margin for the fiscal years ended as indicated:

<i>(Dollars in millions)</i>	May 31, 2025		June 1, 2024	
	\$	%	\$	%
Gross Margin	\$ 1,422.6	38.8%	\$ 1,419.5	39.1%
Integration charges	0.5	—%	—	—%
Impairment Charges	—	—%	—	—%
Adjusted Gross Margin	\$ 1,423.1	38.8%	\$ 1,419.5	39.1%

APPENDIX
BMILLERKNOLL, INC. 2025 LONG-TERM INCENTIVE
PLAN**MillerKnoll, Inc. 2025 Long-Term Incentive Plan****ARTICLE 1
ESTABLISHMENT AND PURPOSE OF THE PLAN**

1.1 Establishment of the Plan. This MillerKnoll, Inc. 2025 Long-Term Incentive Plan (the “Plan”) is hereby adopted by MillerKnoll, Inc., a Michigan corporation (the “Company”), as an amendment and restatement of the MillerKnoll, Inc. 2023 Long-Term Incentive Plan, as amended by the First Amendment to that plan adopted July 16, 2024. The Plan permits the granting of stock-based awards to Employees as well as Directors. The Plan was approved by the Company’s shareholders on _____, 2025 (the “Effective Date”).

1.2 Purpose of the Plan. The purpose of the Plan is to promote the long-term success of the Company for the benefit of the Company’s shareholders, through stock-based compensation, by aligning the personal interests of the Plan Participants with those of its shareholders. The Plan is also designed to allow Plan Participants to participate in the Company’s future, as well as to enable the Company to attract, retain and award individuals that qualify as Participants in the Plan.

1.3 Term of Plan. The Plan shall terminate automatically on the tenth (10th) anniversary of the Effective Date and may be terminated earlier by the Board as provided in Article 12.

**ARTICLE 2
DEFINITIONS**

For purposes of this Plan, the following terms shall have the meanings set forth below:

2.1 “Award” shall mean any award under this Plan of any Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Shares or other Performance-Based Awards or Other Stock-Based Awards.

2.2 “Award Agreement” shall mean an agreement evidencing the grant of an Award under this Plan. Awards under the Plan shall be evidenced by Award Agreements that set forth the details, conditions and limitations for each Award, as established by the Committee and shall be subject to the terms and conditions of the Plan.

2.3 “Award Date” shall mean the date that an Award is made, as specified in an Award Agreement.

2.4 “Board” shall mean the Board of Directors of the Company.

2.5 “Cause” shall mean, unless otherwise defined in an Award Agreement:

(a) A material breach by the Participant of those duties and responsibilities of the Participant which (i) do not differ in any material respect from the duties and responsibilities of the Participant during the 90-day period immediately prior to such breach (other than due to Disability), (ii) is demonstrably willful and deliberate on the Participant’s part, (iii) is committed in bad faith or without

reasonable belief that such breach is in the best interests of the Company, and (iv) is not remedied in a reasonable period of time after receipt of written notice from the Company specifying such breach; or

- (b) The commission by the Participant of a felony involving moral turpitude.

2.6 “Change in Control” shall mean:

(a) the acquisition by any individual, entity, or group (including any “person” within the meaning of Section 13(d)(3) of the Exchange Act, hereinafter “Person”) of beneficial ownership within the meaning of Rule 13d-3 promulgated under the Exchange Act, of 35 percent or more of either (i) the then outstanding shares of Common Stock (the “Outstanding Company Common Stock”) or (ii) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company (excluding any acquisition resulting from the exercise of a conversion or exchange privilege in respect of outstanding convertible or exchangeable securities unless such outstanding convertible or exchangeable securities were acquired directly from the Company), (B) any acquisition by the Company, (C) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company or (D) any acquisition by any corporation pursuant to a reorganization, merger or consolidation involving the Company, if, immediately after such reorganization, merger or consolidation, each of the conditions described in clauses (i), (ii) and (iii) of subsection (c) of this Section 2.6 shall be satisfied; and provided further that, for purposes of clause (B), (i) a Change in Control shall not occur solely because any Person becomes the beneficial owner of 35 percent or more of the Outstanding Company Common Stock or 35 percent or more of the Outstanding Company Voting Securities by reason of an acquisition by the Company of Outstanding Company Common Stock or Outstanding Company Voting Securities that reduces the number of outstanding shares of Outstanding Company Common Stock or Outstanding Company Voting Securities and (ii) if, after such acquisition by the Company, such Person becomes the beneficial owner of any additional shares of Outstanding Company Common Stock or any additional Outstanding Company Voting Securities, such additional beneficial ownership shall constitute a Change in Control;

(b) individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason within any 24-month period to constitute at least a majority of such Board; provided, however, that any individual who becomes a director of the Company subsequent to the Effective Date whose election, or nomination for election by the Company’s shareholders, was approved by the vote of at least a majority of the directors then comprising the Incumbent Board shall be deemed to have been a member of the Incumbent Board; and provided further, that no individual who was initially elected as a director of the Company as a result of an actual or threatened election contest, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act, or any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall be deemed to have been a member of the Incumbent Board;

(c) consummation of a reorganization, merger or consolidation unless, in any such case, immediately after such reorganization, merger or consolidation, (i) more than 60 percent of the then outstanding shares of common stock of the corporation resulting from such reorganization, merger or consolidation (the “Surviving Corporation”) (or, if applicable, the ultimate parent corporation that beneficially owns all or substantially all of the outstanding voting securities entitled to vote generally in the election of directors of the Surviving Corporation) and more than 60 percent of the combined voting power of the then outstanding securities of the Surviving Corporation (or such ultimate parent corporation) entitled to vote generally in the election of directors is represented by the shares of Outstanding Company Common Stock and the Outstanding Company Voting Securities, respectively, that were outstanding immediately prior to such reorganization, merger or consolidation (or, if applicable, is represented by shares into which such Outstanding Company Common Stock and Outstanding Company Voting Securities were converted pursuant to such reorganization, merger or consolidation) and such ownership

of common stock and voting power among the holders thereof is in substantially the same proportions as their ownership, immediately prior to such reorganization, merger or consolidation, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (other than the Company, any employee benefit plan or related trust sponsored or maintained by the Company or the corporation resulting from such reorganization, merger or consolidation or any corporation controlled by the Company and any Person which beneficially owned, immediately prior to such reorganization, merger or consolidation, directly or indirectly, 35 percent or more of the Outstanding Company Common Stock or the Outstanding Company Voting Securities, as the case may be) beneficially owns, directly or indirectly, 35 percent or more of the then outstanding shares of common stock of such corporation or 35 percent or more of the combined voting power of the then outstanding securities of such corporation entitled to vote generally in the election of directors, and (iii) at least a majority of the members of the board of directors of the corporation resulting from such reorganization, merger or consolidation were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Board providing for such reorganization, merger or consolidation; or

(d) consummation of (i) a plan of complete liquidation or dissolution of the Company or (ii) the sale or other disposition of all or substantially all of the assets of the Company other than to a corporation with respect to which, immediately after such sale or other disposition, (A) more than 60 percent of the then outstanding shares of common stock of the corporation resulting from such reorganization, merger or consolidation (the “Surviving Corporation”) (or, if applicable, the ultimate parent corporation that beneficially owns all or substantially all of the outstanding voting securities entitled to vote generally in the election of directors of the Surviving Corporation) and more than 60 percent of the combined voting power of the then outstanding securities of the Surviving Corporation (or such ultimate parent corporation) entitled to vote generally in the election of directors is represented by the shares of Outstanding Company Common Stock and the Outstanding Company Voting Securities, respectively, that were outstanding immediately prior to such reorganization, merger or consolidation (or, if applicable, is represented by shares into which such Outstanding Company Common Stock and Outstanding Company Voting Securities were converted pursuant to such reorganization, merger or consolidation) and such ownership of common stock and voting power among the holders thereof is in substantially the same proportions as their ownership, immediately prior to such reorganization, merger or consolidation, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (B) no Person (other than the Company, any employee benefit plan or related trust sponsored or maintained by the Company or such corporation or any corporation controlled by the Company and any Person which beneficially owned, immediately prior to such sale or other disposition, directly or indirectly, 35 percent or more of the Outstanding Company Common Stock or the Outstanding Company Voting Securities, as the case may be) beneficially owns, directly or indirectly, 35 percent or more of the then outstanding shares of common stock thereof or 35 percent or more of the combined voting power of the then outstanding securities thereof entitled to vote generally in the election of directors and (C) at least a majority of the members of the board of directors thereof were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Board providing for such sale of other disposition.

2.7 “Code” shall mean the Internal Revenue Code of 1986, as amended.

2.8 “Committee” shall mean the Committee, as specified in Article 3, appointed by the Board to administer the Plan.

2.9 “Common Stock” shall mean the Common Stock, \$.20 par value per share, of the Company.

2.10 “Director” means a member of the Board.

2.11 “Disability” shall mean, unless otherwise defined in an Award Agreement:

(a) The inability of a Participant 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

(b) The receipt of income replacement benefits by a Participant who is an Employee for a period of not less than 3 months under an accident and health plan covering Employees by reason of any medically determinable physical or mental impairment of the Participant which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

2.12 “Employee” means any person designated as an employee of the Company or a Subsidiary on the payroll records thereof. An Employee shall not include any individual during any period in which the individual is classified or treated by the Company or a Subsidiary as an independent contractor, a consultant, or any employee of an employment, consulting, or temporary agency or any other entity other than the Company or a Subsidiary, without regard to whether such individual is subsequently determined to have been, or is subsequently retroactively reclassified as a common-law employee of the Company or a Subsidiary during such period.

2.13 “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, as now in effect or as hereafter amended.

2.14 “Fair Market Value” on a date shall mean the closing sales price per share of the Common Stock for such date on the National Association of Securities Dealers Automated Quotation System or any successor system then in use (“NASDAQ”). If no sale of shares of Common Stock is reflected on the NASDAQ on such date, “Fair Market Value” shall be determined on the next preceding day on which there was a sale of shares of Common Stock reflected on NASDAQ. If shares of Common Stock are not traded on a national securities exchange or through any other nationally recognized quotation service, “Fair Market Value” shall be determined by the Board of Directors or the Committee acting in good faith, in either case pursuant to any method consistent with the Code.

2.15 “Full Value Award” shall mean any Award under the Plan other than an Option or Stock Appreciation Right.

2.16 “Good Reason” shall mean, unless otherwise defined in an Award Agreement, without the Participant’s express written consent, the occurrence of any of the following events with respect to a Participant that is an Employee after a Change in Control:

(a) any of (i) the assignment to the Participant of any duties inconsistent in any material adverse respect with the Participant’s position(s), duties, responsibilities or status with the Company immediately prior to such Change in Control, (ii) a change in any material adverse respect in the Participant’s reporting responsibilities, titles or offices with the Company as in effect immediately prior to such Change in Control or (iii) any removal or involuntary termination of the Participant from any position held by the Participant with the Company immediately prior to such Change in Control or any failure to re-elect the Participant to any position with the Company held by the Participant immediately prior to such Change in Control;

(b) a reduction by the Company in the Participant’s rate of annual base salary or annual target bonus as in effect immediately prior to such Change in Control or as the same may be increased from time to time thereafter;

(c) any requirement of the Company that the Participant be based at a location in excess of 50 miles from the facility which is the Participant’s principal business office at the time of the Change in Control; or

(d) a reduction of at least 5% in the aggregate benefits provided to the Participant and the Participant's dependents under the Company's employee benefit plans (including, without limitation, retirement, medical, prescription, dental, disability, salary continuance, employee life, group life, accidental death and travel, accident insurance plans and programs) in which the Participant is participating immediately prior to such Change in Control.

2.17 "Incentive Stock Option" or "ISO" shall mean an option to purchase shares of Common Stock granted under Article 6, which is designated as an Incentive Stock Option and is intended to meet the requirements of Section 422 of the Code.

2.18 "Insider" shall mean an employee who is an officer (as defined in Rule 16a-1(f) of the Exchange Act) of the Company, a Director, and/or the holder of more than ten percent (10%) of the outstanding shares of Common Stock.

2.19 "Mutual Agreement Termination" shall mean any termination of a Participant's employment by the Company or the Subsidiary that employs the Participant, as applicable, without Cause and which provides transition/separation pay to the Participant; provided, in conjunction with such termination, the Participant has executed, and not revoked during the period provided for therein, a binding and effective settlement agreement, waiver and release.

2.20 "Nonemployee Director" shall have the meaning set forth in Rule 16b-3(b)(3), as promulgated by the Securities and Exchange Commission (the "SEC") under the Exchange Act.

2.21 "Nonqualified Stock Option" or "NQSO" shall mean an option to purchase shares of Common Stock, granted under Article 6, which is not an Incentive Stock Option.

2.22 "Option" means an Incentive Stock Option or a Nonqualified Stock Option.

2.23 "Other Stock-Based Award" shall mean an Award under Article 10 of this Plan that is valued in whole or in part by reference to, or is payable in or otherwise based on, Common Stock.

2.24 "Participant" means a Nonemployee Director or an Employee who has been granted an Award under the Plan. The term also includes an individual who is a former Director or Employee to the extent the context would so require.

2.25 "Performance-Based Award" shall mean an Award of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Shares or Other Stock-Based Awards made subject to the achievement of performance goals specified by the Committee under the terms of Article 9.

2.26 "Performance Shares" shall mean an Award granted under Article 9 of this Plan evidencing the right to receive Common Stock or cash of an equivalent value at the end of a specified performance period.

2.27 "Permitted Transferee" shall mean (i) the spouse, children or grandchildren of a Participant (each an "Immediate Family Member"), (ii) a trust or trusts for the exclusive benefit of the Participant and/or one or more Immediate Family Members, or (iii) a partnership or limited liability company whose only partners or members are the Participant and/or one or more Immediate Family Members.

2.28 "Retirement" shall mean, except as otherwise provided in a Participant's Award Agreement, a Participant's voluntary termination of employment without Cause (other than on account of Death, Disability or Mutual Agreement Termination) occurring on or after the date (A) the Participant has attained age 55, and (B) the sum of the Participant's age (in whole years, rounded down to the nearest year) and continuous years of service (in whole years, rounded down to the nearest year) equals or exceeds 65.

2.29 “Restricted Stock” shall mean an Award granted to a Participant under Article 8 of this Plan.

2.30 “Restricted Stock Unit” shall mean a bookkeeping entry representing the equivalent of one (1) share of Common Stock awarded to a Participant under Article 8 of this Plan.

2.31 “Stock Appreciation Right” or “SAR” shall mean a right granted to a Participant under Article 7 of this Plan.

2.32 “Subsidiary” shall mean any corporation in which the Company owns directly, or indirectly through subsidiaries, at least fifty percent (50%) of the total combined voting power of all classes of stock, or any other entity (including, but not limited to, partnerships and joint ventures) in which the Company owns at least fifty percent (50%) of the combined equity thereof.

2.33 “Termination of Service” shall mean the termination of a Participant’s employment with the Company and its Subsidiaries, and with respect to a Participant that is not an Employee, the termination of that person’s service as a Director. A Participant employed by a Subsidiary shall also be deemed to incur a Termination of Service if the Subsidiary ceases to be a Subsidiary and the Participant does not immediately thereafter become an Employee of the Company or another Subsidiary.

ARTICLE 3 ADMINISTRATION

3.1 Committee Composition. The Plan shall be administered by a Committee designated by the Board consisting of not less than three (3) directors who shall be appointed from time to time by the Board, each of whom shall qualify as a Nonemployee Director. Without limiting the generality of the foregoing, the Committee may be the Compensation Committee of the Board or a subcommittee thereof if the Compensation Committee of the Board or such subcommittee satisfies the foregoing requirements.

3.2 Committee Authority. Subject to the Company’s Articles of Incorporation, Bylaws, and the provisions of this Plan, the Committee shall have full authority to grant Awards, including the following:

(a) To select those Employees to whom Awards may be granted under the Plan and, based upon recommendations of the Board or a committee of the Board, or based on any other established criteria determined reasonable for the purpose of making such grants, those Nonemployee Directors to whom Awards may be granted under the Plan;

(b) To determine whether and to what extent Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Shares or other Performance-Based Awards, and Other Stock-Based Awards, or any combination thereof are to be granted under the Plan;

(c) To determine the number of shares of Common Stock to be covered by each Award;

(d) To determine the terms and conditions of any Award Agreement, including, but not limited to, the Option Price, SAR Price, any vesting restriction or limitation, any vesting schedule or acceleration thereof, any performance conditions or any forfeiture restrictions or waiver thereof, regarding any Award and the shares of Common Stock relating thereto, based on such factors as the Committee shall determine in its sole discretion;

(e) To determine whether, to what extent and under what circumstances grants of Awards are to operate on a tandem basis and/or in conjunction with or apart from other cash compensation arrangement made by Company other than under the terms of this Plan;

(f) To determine under what circumstances an Award may be settled in cash, Common Stock, or a combination thereof, which may be determined up until the date settled; and

(g) To determine to what extent and under what circumstances shares of Common Stock and other amounts payable with respect to an Award shall be deferred, provided that any such deferrals shall be made in a manner that complies with Section 409A of the Code.

The Committee shall have the authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it shall, from time to time, deem advisable, to interpret the terms and provisions of the Plan and any Award issued under the Plan (including any Award Agreement) and to otherwise supervise the administration of the Plan. A majority of the Committee shall constitute a quorum, and the acts of a majority of the members of the Committee at any meeting for which a quorum is present, or acts reduced to or approved in writing by a majority of the members of the Committee, shall be the valid acts of the Committee. The interpretation and construction by the Committee of any provisions of the Plan or any Award granted under the Plan shall be final and binding upon the Company, the Board and Participants, including their respective heirs, executors and assigns. No member of the Board or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or an Award granted hereunder.

3.3 Delegation. The Committee may delegate to one or more of its members or to one or more officers of the Company, and/or its Subsidiaries or to one or more agents or advisors such administrative duties or powers as it may deem advisable, and the Committee or any individuals to whom it has delegated duties or powers as aforesaid may employ one or more individuals to render advice with respect to any responsibility the Committee or such individuals may have under the Plan. The Committee may, by resolution, authorize one or more officers of the Company to do one or both of the following on the same basis as can the Committee: (a) designate Employees to be recipients of Awards and (b) determine the size of any such Awards; provided, however, (i) the Committee shall not delegate such responsibilities to any such officer for Awards granted to an Insider; (ii) the resolution providing such authorization must set forth the total number and type of Awards such officer(s) may grant; and (iii) the officer(s) shall report periodically to the Committee regarding the nature and scope of the Awards granted pursuant to the authority delegated.

3.4 Forfeiture. The Committee may reserve the right in an Award Agreement to cause a forfeiture of the gain or benefit realized by a Participant with respect to an Award on account of actions taken by, or failed to be taken by, that Participant in violation or breach of or in conflict with any (a) agreement between the Company and such Participant, or (b) any Company policy or procedure (including the Code of Business Conduct and Ethics and the Code of Ethics for Senior Financial Officers), or (c) any other obligation of such Participant to the Company as and to the extent specified in such Award Agreement. The Committee may terminate an outstanding Award if the Participant is terminated for Cause as defined in the Plan or the applicable Award Agreement or for "cause" as defined in any other agreement between the Company and such Participant, as applicable.

3.5 Recoupment. Any Award granted pursuant to the Plan shall be subject to mandatory repayment by the Participant to the Company to the extent the Participant is, or in the future becomes, subject to (a) any Company "clawback," recoupment or compensation recovery policy that is adopted to comply with the requirements of any applicable law, rule or regulation, or otherwise, or (b) any law, rule or regulation which imposes mandatory recoupment under circumstances set forth in such law, rule or regulation.

3.6 No Repricing. Subject to any adjustments that may be made under Article 14 of the Plan, the Company may not, without obtaining shareholder approval: (a) amend the terms of outstanding Options or SARs to reduce the exercise price of such outstanding Options or SARs; (b) cancel outstanding Options or SARs in exchange for Options or SARs with an exercise price that is less than the exercise price of the original Options or SARs; or (c) cancel outstanding Options or SARs with an exercise price above the current stock price in exchange for cash or other securities.

3.7 Awards Granted Outside the United States. To comply with the laws in countries other than the United States in which the Company or any of its Subsidiaries operates or has Employees or Nonemployee Directors, the Committee, in its sole discretion, shall have the power and authority to:

- (a) determine which Subsidiaries shall be covered by the Plan;
 - a. determine which Employees and Nonemployee Directors outside the United States are eligible to participate in the Plan;
 - a. either initially or by amendment, modify the terms and conditions of any Award granted to any Employee or Nonemployee Director outside the United States;
 - a. either initially or by amendment, establish sub-plans and modify exercise/settlement procedures and other terms, conditions and procedures for Awards granted to any Employee or Nonemployee Director outside of the United States, to the extent such actions may be necessary or advisable as determined by the Committee in its sole discretion; and
 - a. either initially or by amendment, take any action that it deems advisable to obtain approval or comply with any applicable government regulatory exemptions or approvals.

Although in establishing such sub-plans, terms or procedures, the Company may endeavor to (i) qualify an Award for favorable foreign tax treatment or (ii) avoid adverse tax treatment, the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment. The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on holders of Awards under the Plan.

ARTICLE 4 COMMON STOCK SUBJECT TO THE PLAN

4.1 General. Subject to Section 4.2 and subject to adjustment as provided in Article 14, the maximum aggregate number of shares of Common Stock which may be issued under this Plan shall not exceed 21,164,945 shares⁽¹⁾, which may be either authorized and unissued Common Stock or issued Common Stock reacquired by the Company (“Plan Shares”). Determinations as to the number of Plan Shares that remain available for issuance under the Plan shall be made in accordance with this Article 4 and Article 14 and with such rules and procedures as the Committee shall determine from time to time.

4.2 Share Usage.

(a) *General*. Shares of Common Stock subject to an Award shall be counted as used as of the Award Date.

⁽¹⁾ 7,182,670 shares of Common Stock were authorized to be issued under the MillerKnoll, Inc. 2020 Long-Term Incentive Plan; 2,282,275 shares of Common Stock were authorized to be issued under the Knoll, Inc. 2021 Stock Incentive Plan, the Amended and Restated Knoll, Inc. 2018 Stock Incentive Plan, the Amended and Restated Knoll, Inc. 2013 Stock Incentive Plan, and the Amended and Restated Knoll, Inc. 2010 Stock Incentive Plan; 8,300,000 shares of Common Stock were authorized to be issued under the MillerKnoll, Inc. 2023 Long-Term Incentive Plan; and this 2025 amendment and restatement of the Plan increases the total authorized shares of Common Stock by 3,400,000 shares.

(b) *Counting of Shares Subject to Awards.* Any shares of Common Stock that are subject to Awards shall be counted against the share issuance limit set forth in Section 4.1 as (i) two (2) shares of Common Stock for every one (1) share of Common Stock subject to a Full Value Award, and (ii) one (1) share of Common Stock for every one (1) share of Common Stock subject to any Award that is not a Full Value Award. If the number of shares of Common Stock subject to an Award is variable as of the Award Date, the number of shares of Common Stock to be counted against the share issuance limit set forth in Section 4.1, prior to the settlement of the Award, shall be the maximum number of shares of Common Stock that can be received under that Award.

(c) *Conditions Under Which Shares Subject to Awards Become Available for Future Awards.* Any shares of Common Stock subject to an Award under the Plan which thereafter terminate by expiration, forfeiture, cancellation, or otherwise, without the issuance of such shares, including Awards that are settled in cash in lieu of shares of Common Stock, shall be available again for issuance under the Plan. Each share of Common Stock that again becomes available for issuance under the Plan under the preceding sentence shall increase the total number of shares available for grant by (i) two (2) shares if such share is subject to a Full Value Award and (ii) one (1) share if such share was subject to any Award that is not a Full Value Award.

(d) *Conditions Under Which Shares Subject to Awards Are Not Available for Future Awards.* The number of shares of Common Stock available for issuance under the Plan shall not be increased by the number of shares of Common Stock (i) tendered by the Participant or withheld by the Company in payment of the purchase price of an Option, (ii) tendered by the Participant or withheld by the Company to satisfy any tax withholding obligation with respect to an Award, (iii) purchased by the Company with proceeds received from the exercise of an Option, (iv) subject to a SAR that are not issued in connection with the stock settlement of that SAR upon its exercise, (v) subject to the cancellation of a SAR granted in tandem with an Option upon the exercise of the Option, or (vi) subject to the cancellation of an Option granted in tandem with a SAR upon the exercise of the SAR.

4.3 Award Limits. Notwithstanding any provision in the Plan to the contrary, the maximum value of shares of Common Stock that may be subject to any Award(s) granted under the Plan to any individual Nonemployee Director during any fiscal year of the Company may not exceed \$750,000, determined as of the Award Date.

ARTICLE 5 ELIGIBILITY

The persons who shall be eligible to receive Awards under the Plan shall be such Employees and Nonemployee Directors as the Committee shall select from time to time. In making such selections as to Employees, the Committee shall consider the nature of the services rendered by such Employees, their present and potential contribution to the Company's success and the success of the particular Subsidiary or division of the Company by which they are employed, and such other factors as the Committee in its discretion shall deem relevant. In making such selections as to Nonemployee Directors, the Committee shall consider such factors as the Committee in its discretion shall deem relevant. Participants may hold more than one Award, but only on the terms and subject to the restrictions set forth in the Plan and their respective Award Agreements. The Committee may delegate its power to one or more of the Company's Chief Executive Officer, Chief Financial Officer, Chief People Officer or General Counsel to determine the participation eligibility of new Participants who are not officers under Section 16 of the Exchange Act and whose fiscal year total direct compensation (consisting of base salary, annual incentive and long-term incentive) is less than \$500,000 ("Designated Participants") and the performance criteria for each such Designated Participant, in which case such Company executives shall exercise the delegated power in accordance with this Article 5.

ARTICLE 6

STOCK OPTIONS

6.1 Options. Options may be granted alone or in addition to other Awards granted under this Plan. Each Option granted under this Plan shall be either an Incentive Stock Option (ISO) or a Nonqualified Stock Option (NQSO).

6.2 Grants. The Committee shall have the authority to grant to any Participant one or more Incentive Stock Options, Nonqualified Stock Options, or both types of Options, provided that Incentive Stock Options shall not be granted to any Nonemployee Director. To the extent that any Option does not qualify as an Incentive Stock Option (whether because of its provisions or the time or manner of its exercise or otherwise), such Option or the portion thereof which does not qualify shall constitute a separate Nonqualified Stock Option.

6.3 Incentive Stock Options. Anything in the Plan to the contrary notwithstanding, no term of this Plan relating to Incentive Stock Options shall be interpreted, amended or altered, nor shall any discretion or authority granted under the Plan be so exercised, so as to disqualify the Plan under Section 422 of the Code, or, without the consent of the Participants affected, to disqualify any Incentive Stock Option under such Section 422. An Incentive Stock Option shall not be granted to an individual who, on the date of grant, owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company. The aggregate Fair Market Value, determined on the Award Date, of the shares of Common Stock with respect to which one or more Incentive Stock Options (or other incentive stock options within the meaning of Section 422 of the Code, under all other option plans of the Company) that are exercisable for the first time by a Participant during any calendar year shall not exceed the \$100,000 limitation imposed by Section 422(d) of the Code.

6.4 Terms of Options. Options granted under the Plan shall be evidenced by Award Agreements in such form as the Committee shall, from time to time approve, which Award Agreements shall comply with and be subject to the following terms and conditions:

(a) Participant's Agreement. Each Participant who is an Employee shall agree to remain in the continuous employ of the Company for a period of at least twelve (12) months from the Award Date or until Retirement, if Retirement occurs prior to twelve (12) months from the Award Date.

(b) Option Price. The exercise price per share of Common Stock purchasable under an Option shall be determined by the Committee at the time of grant but shall be not less than one hundred percent (100%) of the Fair Market Value of one (1) share of Common Stock on the Award Date.

(c) Option Term. The term of each Option shall be fixed by the Committee, but no Option shall be exercisable more than ten (10) years after the Award Date.

(d) Exercisability. Except as provided in Article 11 and Article 14, no Option shall be exercisable either in whole or in part prior to the first anniversary of the Award Date. Thereafter, an Option shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee and set forth in the Award Agreement.

(e) Method of Exercise. Subject to whatever installment exercise and waiting period provisions apply under subsection (d) above, Options may be exercised in whole or in part at any time during the term of the Option by giving notice of exercise specifying the number of shares to be purchased. Such notice shall be accompanied by payment in full of the purchase price in such form as the Committee may accept. If and to the extent determined by the Committee in its sole discretion at or after grant, payment in full or in part may also be made in the form of Common Stock owned by the Participant (and for which the Participant has good title free and clear of any liens and encumbrances) or Restricted Stock, or by reduction in the number of shares issuable upon such exercise based, in each case, on the Fair Market Value of the Common Stock on the last trading date preceding payment as determined by the

Committee (without regard to any forfeiture restrictions applicable to Restricted Stock). No shares of Common Stock shall be issued until payment has been made. A Participant shall generally have the rights to dividends or other rights of a shareholder with respect to shares subject to the Option when the person exercising such Option has given written notice of exercise, has paid for such shares as provided herein, and, if requested, has given the representation described in Section 15.1 of the Plan. No dividends or dividend equivalents shall be accrued on unexercised Options. Notwithstanding anything to the contrary in this Section 6.4(e), but subject to the other terms and conditions of the Plan, the Committee may, but shall not be required to, provide that an Option (other than an Incentive Stock Option) shall be deemed exercised automatically prior to the expiration or termination of the Option without any notice to or from the Participant. Upon any such automatic exercise, the exercise price and applicable withholding taxes shall, unless the Committee provides otherwise, be paid in the form of a reduction in the number of shares issuable upon such exercise.

(f) Transferability of Options. No Option may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution, provided, however, the Committee may, in its discretion, authorize all or a portion of a Nonqualified Stock Option to be granted to an optionee to be on terms which permit transfer by such optionee to a Permitted Transferee, provided that (i) there may be no consideration for any such transfer (other than the receipt of or interest in a family partnership or limited liability company), (ii) the Award Agreement pursuant to which such options are granted must be approved by the Committee and must expressly provide for transferability in a manner consistent with this Section 6.4(f), and (iii) subsequent transfers of transferred Options shall be prohibited. Following transfer, any such Options shall continue to be subject to the same terms and conditions as were applicable immediately prior to transfer. The events of termination of service of Sections 6.4(g) and (h) hereof, and the tax withholding obligations of Section 15.3 shall continue to be applied with respect to the original optionee, following which the Options shall be exercisable by the Permitted Transferee only to the extent, and for the periods specified in, Sections 6(g) and (h). The Company shall not be obligated to notify Permitted Transferee(s) of the expiration or termination of any Option. Further, all Options shall be exercisable during the Participant's lifetime only by such Participant and, in the case of a Nonqualified Stock Option, by a Permitted Transferee. The designation of a person entitled to exercise an Option after a person's death will not be deemed a transfer.

(g) Termination of Options. Any Option that is not exercised within whichever of the exercise periods specified in Article 11 is applicable shall terminate upon expiration of such exercise period.

(h) Purchase and Settlement Provisions. The Committee may at any time offer to purchase an Option previously granted, based on such terms and conditions as the Committee shall establish and communicate to the Participant at the time such offer is made. In addition, if an Award Agreement so provides at the Award Date or is thereafter amended to so provide, the Committee may require that all or part of the shares of Common Stock to be issued with respect to the exercise of an Option, with a value not greater than the Fair Market Value of the shares that are in excess of the aggregate Option Price, take the form of Performance Shares or Restricted Stock, which shall be valued on the date of exercise on the basis of the Fair Market Value of such Performance Shares or Restricted Stock determined without regard to the deferral limitations and/or forfeiture restrictions involved.

ARTICLE 7 STOCK APPRECIATION RIGHTS

7.1 Awards of Stock Appreciation Rights or "SARs". A SAR shall confer on the Participant to whom it is granted a right to receive, upon exercise thereof, the excess of (a) the Fair Market Value of one (1) share of Common Stock on the date of exercise over (b) the per-share exercise price of such SAR (the "SAR Price") as determined by the Committee. No dividends or dividend equivalents shall be paid or credited on SARs. SARs may be granted in tandem with all or part of an Option granted under the Plan or at any subsequent time during the term of such Option, in combination with all or any part of any other

Award or without regard to any Option or other Award; provided that a SAR that is granted subsequent to the Award Date of a related Option must have a SAR Price that is no less than the Fair Market Value of one (1) share of Common Stock on the Award Date of such SAR.

7.2 Terms of SARs. Stock Appreciation Rights granted under the Plan shall be evidenced by an Award Agreement in such form as the Committee shall from time to time approve, which Agreement shall comply with and be subject to the following terms and conditions:

(a) Participant's Agreement. Each Participant who is an Employee shall agree to remain in the continuous employ of the Company for a period of at least twelve (12) months from the Award Date or until Retirement, if Retirement occurs prior to twelve (12) months from the Award Date.

(b) SAR Price. The SAR Price per share of Common Stock shall be determined by the Committee at the time of grant but shall not be less than one hundred percent (100%) of the Fair Market Value of one (1) share of Common Stock on the Award Date.

(c) Term. The term of each SAR shall be fixed by the Committee, but no SAR shall be exercisable more than ten (10) years after the Award Date.

(d) Exercisability and Settlement. The Committee shall determine, on the Award Date, the time or times at which and the circumstances under which a SAR may be exercised, in whole or in part (including based on the achievement of performance goals and/or future service requirements), the time or times at which SARs shall cease to be or become exercisable following Termination of Service or upon other conditions, the method of exercise, method of settlement, form of consideration payable in settlement, method by or forms in which shares of Common Stock shall be delivered or deemed to be delivered to a Participant, regardless of whether a SAR shall be granted in tandem or in combination with any other Award, and any and all other terms and conditions of any SAR. Notwithstanding the foregoing, except as provided in Article 11 and Article 14, no SAR shall be exercisable either in whole or in part prior to the first anniversary of the Award Date.

7.3 Transferability. SARs shall be subject to the transfer conditions of Options set forth in Section 6.4(f) above.

ARTICLE 8 RESTRICTED STOCK AND RESTRICTED STOCK UNITS

8.1 Awards of Restricted Stock and Restricted Stock Units. Shares of Restricted Stock and Restricted Stock Units may be issued either alone or in addition to other Awards granted under the Plan. The Committee shall determine the time or times at which grants of Restricted Stock or Restricted Stock Units will be made, the number of shares to be awarded, the price (if any) to be paid by the Participant, the time or times within which such Awards may be subject to forfeiture, the vesting schedule and rights to acceleration thereof (a "Restriction Period"), and all other terms and conditions of the Awards. The Committee may condition the grant of Restricted Stock or Restricted Stock Units upon the achievement of specific business objectives, measurements of individual or business unit or Company performances, or such other factors as the Committee may determine. The provisions of Restricted Stock or Restricted Stock Unit Awards need not be the same with respect to each Participant, and such Awards to individual Participants need not be the same in subsequent years. Notwithstanding the foregoing, and except for Awards of Restricted Stock or Restricted Stock Units granted to Nonemployee Directors or as provided in Article 11 and Article 14, Restricted Stock and Restricted Stock Units that vest upon the achievement of performance goals shall not vest, in full, in less than one (1) year from the Award Date.

8.2 Awards and Certificates. A prospective Participant selected to receive a Restricted Stock Award shall not have any rights with respect to such Award unless and until such Participant has executed

an Award Agreement evidencing the Award and has delivered a fully executed copy thereof to the Company, and has otherwise complied with the applicable terms and conditions of such Award. Further, such Award shall be subject to the following conditions:

(a) Acceptance. Awards under this Article 8 must be accepted within a period of thirty (30) days (or such shorter period as the Committee may specify at grant) after the Award Date, by executing an Award Agreement and by paying whatever price (if any) the Committee has designated for such shares of Restricted Stock or Restricted Stock Units.

(b) Legend for Restricted Stock Awards. To the extent that ownership of Restricted Stock is evidenced by a book-entry registration or a similar registration, such registration shall be notated to evidence the restrictions imposed on such Award of Restricted Stock under this Plan and the applicable Award Agreement. If the Company issues, in the name of the Participant to whom the Restricted Stock has been granted, a stock certificate in respect of such shares of Restricted Stock, such certificate shall be registered in the name of such Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award, substantially in the following form:

“The transferability of this certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture) of the MillerKnoll, Inc. 2025 Long-Term Incentive Plan and related Award Agreement entered into between the registered owner and the Company, dated _____. Copies of such Plan and Agreement are on file in the offices of the Company, 855 East Main Avenue, Zeeland, Michigan 49464.”

(c) Custody. The Committee may require that the stock certificates evidencing shares of Restricted Stock be held in custody by the Company until the restrictions thereon shall have lapsed and that, as a condition of any award of Restricted Stock, the Participant shall have delivered a duly signed stock power, endorsed in blank, relating to the Common Stock covered by such Award.

8.3 Rights of Holders of Restricted Stock. Unless the Committee otherwise provides in an Award Agreement, holders of Restricted Stock shall have the right to vote such shares of Restricted Stock and the right to receive any dividends declared or paid with respect to such shares of Restricted Stock. Unless the Committee otherwise provides in an Award Agreement, dividends paid on Restricted Stock which vest or are earned based upon the passage of time or the achievement of performance goals shall not vest unless such Restricted Stock becomes vested. All stock distributions, if any, received by a Participant with respect to Restricted Stock as a result of any stock split, stock dividend, combination of stock, or other similar transaction shall be subject to the vesting conditions and restrictions applicable to such Restricted Stock.

8.4 Rights of Holders of Restricted Stock Units. Holders of Restricted Stock Units shall have no rights as shareholders of the Company, including the right to receive cash or dividend payments or distributions attributable to the shares of Common Stock subject to such Restricted Stock Units, or to direct the voting of the shares of Common Stock subject to such Restricted Stock Units. The Committee may provide in an Award Agreement evidencing a grant of Restricted Stock Units that the holder of such Restricted Stock Units shall be entitled to receive, upon the Company's payment of a cash dividend on its outstanding shares of Common Stock, credit for the dividend for each such Restricted Stock Unit which is equal to the per-share dividend paid on such shares of Common Stock, in the form of additional Restricted Stock Units at a price per unit equal to the Fair Market Value of a share of Common Stock on the date that such cash dividend is paid. Such dividend accruals credited in connection with Restricted Stock Units which vest or are earned based upon the passage of time or the achievement of performance goals shall not vest unless such Restricted Stock Units become vested. A holder of Restricted Stock Units shall have no rights other than those of a general unsecured creditor of the Company. Restricted Stock Units shall represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Award Agreement.

8.5 Delivery of Shares. Upon the expiration or termination of the Restriction Period and the satisfaction of any other conditions prescribed by the Committee, the restrictions applicable to Restricted Stock or Restricted Stock Units settled in shares of Common Stock shall lapse, and, unless otherwise provided in the applicable Award Agreement, a book entry or direct registration or a share certificate evidencing ownership of such shares of Common Stock shall be issued, free of all such restrictions, to the Participant or such Participant's beneficiary or estate, as the case may be.

ARTICLE 9 PERFORMANCE-BASED AWARDS

9.1 Performance-Based Awards. The Committee, at any time, and from time to time, may grant Performance-Based Awards to a Participant in such amounts and upon such terms as the Committee shall determine. Each grant of a Performance-Based Award shall have an initial value or target number of shares of Common Stock that is established by the Committee. The Committee shall establish (a) performance goals in its discretion which, depending on the extent to which they are achieved, shall determine the value and/or number of shares subject to a Performance-Based Award that will be paid out to the Participant, and (b) the "Performance Period," which shall mean the period of time during which the performance goals must be achieved in order to determine the degree of payout after vesting with respect to any such Performance-Based Award.

9.2 Form of Payment and Timing of Performance-Based Awards. Payment of earned Performance-Based Awards shall be as determined by the Committee and as evidenced in the applicable Award Agreement. Earned Performance-Based Awards may be paid in shares of Common Stock and shall be payable, to the extent earned, at the close of the applicable Performance Period, or as soon as reasonably practicable after the Committee has determined that the performance goal or goals have been achieved. Any shares of Common Stock paid out under such Awards may be granted subject to any restrictions deemed appropriate by the Committee. No dividend payments or distributions shall be paid or accrued on Performance-Based Awards that are not yet earned or vested. The determination of the Committee with respect to the form of payout of such Awards shall be set forth in the Award Agreement.

9.3 Performance-Based Awards. The grant, exercise and/or settlement of Performance-Based Awards shall be contingent upon the achievement of pre-established performance goals and other terms set forth in this Section 9.3.

(a) Performance Goals Generally. The performance goals for Performance-Based Awards shall consist of one or more business criteria and a targeted level or levels of performance with respect to each such criteria, as specified by the Committee, consistent with this Section 9.3 ("Performance Measures"). The Committee may determine that such Awards shall be granted, exercised and/or settled upon the achievement of any single performance goal or that two (2) or more of the performance goals must be achieved as a condition to grant, exercise and/or settlement of such Awards. Performance goals may differ for Awards granted among Participants. The Committee also shall have the authority to provide for accelerated vesting of any Performance-Based Award based on the achievement of the Performance Measures specified in this Article 9.

(b) Evaluation of Performance. The Committee may provide in any Performance-Based Award that any evaluation of performance may include or exclude any of the following events that occur during a Performance Period: (a) a Change in Control; (b) a declaration and distribution of stock dividends or stock splits; (c) mergers, consolidations or reorganizations; (d) acquisitions or dispositions of material business units; (e) extraordinary, non-core, non-operating or non-recurring items; (f) infrequently occurring or extraordinary gains or losses; and (g) any restructuring.

(c) Adjustment of Awards. The Committee shall have the sole discretion to adjust Awards, either on a formula or discretionary basis, or on any combination thereof. In the event that

applicable laws or regulations change to permit Committee discretion to alter the governing Performance Measures without obtaining shareholder approval of such changes, the Committee shall have sole discretion to make such changes without obtaining shareholder approval.

ARTICLE 10 OTHER STOCK-BASED AWARDS

10.1 Other Awards. Other Awards of Common Stock and other Awards that are valued in whole or in part by reference to, or are payable in or otherwise based on, Common Stock (“Other Stock-Based Awards”), may be granted either alone or in addition to other Awards under this Plan. Subject to the provisions of this Plan, the Committee shall have authority to determine the persons to whom and the time or times at which such Awards shall be made, the number of shares of Common Stock to be awarded pursuant to such awards, and all other conditions of the Awards. The Committee may also provide for the grant of Common Stock under such Awards upon the completion of a specified performance period. The provisions of Other Stock-Based Awards need not be the same with respect to each Participant and such Awards to individual Participants need not be the same in subsequent years.

10.2 Terms and Conditions. Other Stock-Based Awards made pursuant to this Article shall be set forth in an Award Agreement and shall be subject to the following terms and conditions:

(a) Nontransferability. Subject to the provisions of this Plan and the Award Agreement, shares of Common Stock subject to Awards made under this Article 10 may not be sold, assigned, transferred, pledged, or otherwise encumbered prior to the date on which the shares are issued, or, if later, the date on which any applicable restriction, performance or deferral period lapses.

(b) Dividends. Unless otherwise determined by the Committee at the time of Award, subject to the provisions of this Plan and the Award Agreement, the recipient of an Award under this Article 10 shall be entitled to receive on a deferred basis, dividends or other distributions with respect to the number of shares of Common Stock covered by the Award, subject to the vesting conditions of the Award.

(c) Vesting. Any Award under this Article 10 and any Common Stock covered by any such Award shall vest or be forfeited to the extent so provided in the Award Agreement, as determined by the Committee, in its sole discretion.

(d) Waiver of Limitation. In the event of the Participant’s Disability or death, the Committee may, in its sole discretion, waive in whole or in part any or all of the limitations imposed hereunder (if any) with respect to any or all of an Award under this Article 10.

(e) Price. Common Stock issued or sold under this Article 10 may be issued or sold for no cash consideration or such consideration as the Committee shall determine and specify in the Award Agreement.

ARTICLE 11 TREATMENT OF AWARDS UPON AND SUBSEQUENT TO TERMINATION OF SERVICE

11.1 Termination of Service for Reasons other than Retirement, Disability or Death. Except as otherwise provided by the Committee and as set forth in the Award Agreement, upon Termination of Service for any reason other than Retirement or on account of Disability or death, Awards under this Plan shall be treated as follows:

(a) Options and SARs. Each Option and SAR held by the Participant shall, to the extent rights to purchase shares under such Option and/or SAR have vested at the date of such

Termination of Service but shall not have been fully exercised, be exercisable, in whole or in part, at any time and within a period of three (3) months following Termination of Service, subject to prior expiration of the term of such Option and/or SAR.

(b) Restricted Stock and Restricted Stock Units. Any shares of Restricted Stock or Restricted Stock Units held by the Participant that have not vested, or with respect to which all applicable restrictions and conditions have not lapsed, shall immediately be deemed forfeited.

(c) Performance-Based Awards. Any Performance-Based Awards held by the Participant that have not vested, or with respect to which all applicable restrictions and conditions have not lapsed, shall immediately be deemed forfeited.

11.2 Termination of Service for Disability. Except as otherwise provided by the Committee and as set forth in the Award Agreement, upon Termination of Service by reason of Disability, Awards under this Plan shall be treated as follows:

(a) Options and SARs. Any Options or SARs held by a Participant as of the date of the Participant's Disability shall become immediately vested as of such date. Each Option and SAR held by the Participant shall, to the extent rights to purchase shares under such Option and/or SAR have not been fully exercised, be exercisable in whole or in part, for a period of five (5) years following such Termination of Service, subject, however, to prior expiration according to its terms and other limitations imposed by the Plan. If the Participant dies after Disability, the Participant's Options and/or SAR's shall be exercisable in accordance with Section 11.4 below.

(b) Restricted Stock and Restricted Stock Units. Any shares of Restricted Stock or Restricted Stock Units held by a Participant as of the date of the Participant's Disability shall become immediately vested as of such date.

(c) Performance Shares. The number of shares subject to a Participant's Performance-Based Award shall be determined by multiplying the number of shares subject to that Award by a fraction, the numerator of which shall be the number of full calendar months that the Participant was employed by the Company or a Subsidiary, beginning on the Award Date and ending on the date of the Participant's Termination of Service, and the denominator of which shall be the number of full calendar months during the Performance Period. The Participant's actual number of shares subject to the Award (as prorated pursuant to the preceding sentence) shall vest, in full, at the end of the Performance Period.

11.3 Termination of Service for Retirement. Except as otherwise provided by the Committee and as set forth in the Award Agreement, upon Termination of Service by reason of Retirement, Awards under this Plan shall be treated as follows:

(a) Options and SARs. Each Option and SAR held by the Participant for a period of less than twelve (12) consecutive months after the Award Date shall be deemed vested by multiplying the number of shares subject to the Award by a fraction, the numerator of which is the number of full calendar months of employment or service subsequent to the date of the Award, and the denominator of which is twelve (12). Conditioned upon Participant's compliance with the noncompete covenant set forth in the Award Agreement, each Option and SAR held by the Participant for a period of twelve (12) consecutive months or greater after the Award Date shall continue to vest in accordance with the stated vesting period, provided that such period shall not exceed five (5) years from the Participant's Termination of Service. Conditioned upon Participant's compliance with the noncompete covenant set forth in the Award Agreement, the Participant shall have the right to exercise such Option and/or SAR, to the extent vested, following the expiration of the noncompete covenant and prior to the fifth (5th) anniversary of the Participant's Termination of Service, subject, however, to prior expiration according to its terms and other limitations imposed by the Plan. If the Participant dies after such Retirement, the Participant's Options and/or SARs shall be exercisable in accordance with Section 11.4 below.

(b) Restricted Stock and Restricted Stock Units. Any shares of Restricted Stock or Restricted Stock Units held by the Participant for a period of less than twelve (12) consecutive months after the Award Date shall be deemed vested by multiplying the number of shares subject to the Award by a fraction, the numerator of which is the number of full calendar months of employment or service subsequent to the date of the Award, and the denominator of which is twelve (12). Any shares of Restricted Stock or Restricted Stock Units held by the Participant for a period of twelve (12) consecutive months or greater after the Award Date shall be deemed vested in full. Conditioned upon Participant's compliance with the noncompete covenant set forth in the Award Agreement, the shares subject to the Restricted Stock or Restricted Stock Units shall be distributable to the Participant following the expiration of the noncompete covenant.

(c) Performance-Based Awards. The number of shares subject to a Participant's Performance-Based Award that the Participant has held for a period of less than twelve (12) consecutive months after the Award Date shall be deemed vested by multiplying the number of shares subject to that Award by a fraction, the numerator of which shall be the number of full calendar months of employment or service that the Participant was employed by the Company or a Subsidiary, beginning on the Award Date and ending on the date of the Participant's Termination of Service, and the denominator of which is twelve (12). Any Performance-Based Awards held by the Participant for a period of twelve (12) consecutive months or greater after the Award Date shall be deemed vested in full. If the Award is conditioned upon Participant's compliance with a noncompete covenant set forth in the Award Agreement, the Participant's actual number of shares subject to the Award shall vest, in full, at the end of the later of the Performance Period or the expiration of the noncompete covenant.

11.4 Termination of Service for Death. Except as otherwise provided by the Committee and as set forth in the Award Agreement, upon Termination of Service due to death, Awards under this Plan, shall be treated as follows:

(a) Options and SARs. Any Options or SARs held by a Participant at the date of death while employed by or in the service of the Company or any of its Subsidiaries shall become immediately vested as of such date. Each Option and SAR held by the Participant shall, to the extent rights to purchase shares under such Option and/or SAR have not been fully exercised, be exercisable, in whole or in part, by the personal representative or the estate of the Participant, or Permitted Transferee or by any person or persons who shall have acquired the Option directly from the Participant or Permitted Transferee by bequest or inheritance, only under the following circumstances and during the following periods: (i) if the Participant dies while employed by or in the service of the Company or any of its Subsidiaries, at any time within five (5) years after the date of death, or (ii) if the Participant dies during the extended exercise period following Termination of Service specified in Sections 11.2 and 11.3, at any time within the longer of such extended period or one (1) year after death, subject, however, in any case, to the prior expiration of the term of the Option and/or SAR and any other limitation on the exercise of such Option and/or SAR in effect at the date of exercise.

(b) Restricted Stock and Restricted Stock Units. Any shares of Restricted Stock or Restricted Stock Units held by the Participant at the date of death while employed by or in the service of the Company or any of its Subsidiaries shall become immediately vested as of the date of death.

(c) Performance-Based Awards. The number of shares subject to a Participant's Performance-Based Award shall be determined by multiplying the number of shares subject to that Award by a fraction, the numerator of which shall be the number of full calendar months of employment or service subsequent to the Award Date, and the denominator of which shall be the number of full calendar months during the Performance Period. The Participant's actual number of shares subject to the Award (as prorated pursuant to the preceding sentence) shall vest, in full, at the end of the Performance Period.

ARTICLE 12 TERMINATION OR AMENDMENT OF THE PLAN

The Board may at any time amend, discontinue or terminate this Plan or any part thereof (including any amendment deemed necessary to ensure that the Company may comply with any applicable regulatory requirement); provided, however, that, unless otherwise required by law, the rights of a Participant with respect to Awards granted prior to such amendment, discontinuance or termination, may not be impaired without the consent of such Participant and, provided further, without the approval of the Company's shareholders, no amendment may be made which would (i) increase the aggregate number of shares of Common Stock that may be issued under this Plan (except by operation of Article 14); (ii) change the definition of employees eligible to receive Awards under this Plan; or (iii) otherwise materially increase the benefits to Participants under the Plan. The Committee may amend the terms of any Award previously granted, prospectively or retroactively, but, subject to Article 14, no such amendment or other action by the Committee shall impair the rights of any Participant without the Participant's consent. Awards may not be granted under the Plan after the date set forth in Section 1.3, but Awards granted prior to such date shall remain in effect or become exercisable pursuant to their respective terms and the terms of this Plan.

ARTICLE 13 UNFUNDED PLAN

This Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payment not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of the Company.

ARTICLE 14 ADJUSTMENT PROVISIONS

14.1 Antidilution. If the number of outstanding shares of Common Stock is increased or decreased or the shares of Common Stock are changed into or exchanged for a different number of shares or kind of capital stock or other securities of the Company on account of any recapitalization, reclassification, stock split, reverse stock split, spin-off, combination of stock, exchange of stock, stock dividend or other distribution payable in capital stock, or other increase or decrease in shares of Common Stock effected without receipt of consideration by the Company, the number and kinds of shares of stock for which grants of Awards may be made under the Plan, including the share limits set forth in Article 4, shall be adjusted proportionately and accordingly by the Committee so that the proportionate interest of the Participant in such Award immediately following such event shall, to the extent practicable, be the same as immediately before such event. Any such adjustment in outstanding Options or SARs shall not change the aggregate Option Price or SAR Price payable with respect to shares that are subject to the unexercised portion of such outstanding Options or SARs, as applicable, but shall include a corresponding proportionate adjustment in the per share Option Price or SAR Price, as the case may be. Notwithstanding the foregoing, in the event of any distribution to the Company's shareholders of securities of any other entity or other asset (including an extraordinary dividend, but excluding a non-extraordinary dividend, declared and paid by the Company) without receipt of consideration by the Company, the Board or the Committee shall, in such manner as the Board or the Committee deems appropriate, adjust (a) the number and kind of shares of stock subject to outstanding Awards and/or (b) the aggregate and per share Option Price of outstanding Options and the aggregate and per share SAR Price of outstanding Stock Appreciation Rights as required to reflect such distribution.

14.2 Reorganization in Which the Company is the Surviving Entity Which Does Not Constitute a Change in Control. If the Company is the surviving entity in any reorganization, merger or consolidation of the Company with one or more entities which does not constitute a Change in Control, any Option, SAR, Restricted Stock or Restricted Stock Unit granted pursuant to the Plan shall pertain to and apply to the securities to which a holder of the number of shares of Common Stock subject to such Option, SAR, Restricted Stock or Restricted Stock Unit would have been entitled immediately following such transaction, with a corresponding, proportionate adjustment of the per share Option Price or SAR Price so that the aggregate Option Price or SAR Price thereafter shall be the same as the aggregate Option Price or SAR Price of the shares of Common Stock remaining subject to the Option or SAR as in effect immediately prior to such transaction. Subject to the contrary language in an Award Agreement, any restrictions applicable to such Award shall apply as well to any replacement shares received by the Participant as a result of such transaction. In the event of any transaction referred to in this Section 14.2, Performance-Based Awards shall be adjusted (including any adjustment to the performance goals or Performance Measures applicable to such Awards deemed appropriate by the Committee) so as to apply to the securities that a holder of the number of shares of Common Stock subject to the Performance-Based Awards would have been entitled to receive immediately following such transaction.

In connection with a transaction under this Section 14.2 or transaction involving the acquisition by the Company of the equity interests of another enterprise, the Committee shall have the right to cause the Company to assume awards previously granted under a compensatory plan by another business entity that is a party to such transaction and to substitute Awards under the Plan for such awards. The number of shares of Common Stock available for issuance under the Plan pursuant to Section 4.1 shall be increased by the number of shares of Common Stock subject to any such assumed awards and substitute awards. Shares available for issuance under a shareholder-approved plan of a business entity that is a party to such transaction (as appropriately adjusted, if necessary, to reflect such transaction) may be used for Awards under the Plan and shall not reduce the number of Shares otherwise available for issuance under the Plan, subject to applicable rules of NASDAQ or of any stock exchange on which the Common Stock is listed.

14.3 Change in Control in Which Awards Are Not Assumed. Except as otherwise provided in the applicable Award Agreement, upon the occurrence of a Change in Control in which outstanding Awards are not being assumed or continued, the following provisions shall apply to such Awards:

(a) for Awards other than Performance-Based Awards,

(i) all outstanding Restricted Stock and Restricted Stock Units shall be deemed to have vested and the shares of Common Stock subject thereto shall be delivered immediately prior to the occurrence of such Change in Control, and fifteen (15) days prior to the scheduled consummation of such Change in Control, all outstanding Options and SARs shall become immediately exercisable and shall remain exercisable for a period of fifteen (15) days; or

(ii) the Committee may cancel any outstanding awards of Options, SARs, Restricted Stock and Restricted Stock Units and pay or deliver, or cause to be paid or delivered, to the holder thereof an amount in cash or securities having a value (as determined by the Committee acting in good faith), in the case of Restricted Stock and Restricted Stock Units (for shares of Common Stock subject thereto) equal to the formula or fixed price per share paid or payable to holders of shares of Common Stock pursuant to such Change in Control and, in the case of Options or SARs, equal to the product of the number of shares of Common Stock subject to such Options or SARs (the "Award Stock") multiplied by the amount, if any, by which (x) the formula or fixed price per share paid or payable to holders of shares of Common Stock pursuant to such transaction exceeds (y) the Option Price or SAR Price applicable to such Award Stock.

(b) For Performance-Based Awards, if less than half of the Performance Period has lapsed, such Performance-Based Awards shall be converted into Restricted Stock or Performance Shares assuming target performance has been achieved (or into unrestricted shares if no further restrictions

apply). If at least half the Performance Period has lapsed, such Performance-Based Awards shall be converted into Restricted Stock or Performance Shares based on actual performance to date (or into unrestricted shares if no further restrictions apply). If actual performance is not determinable, such Performance-Based Awards shall be converted into Restricted Stock or Performance Shares assuming target performance has been achieved, based on the discretion of the Committee (or into unrestricted shares if no further restrictions apply).

(c) Other Stock-Based Awards shall be deemed to have vested in full and pay according to the terms of the applicable Award Agreement.

With respect to the Company's establishment of an exercise window, (a) any exercise of an Option or SAR during the fifteen (15)-day period referenced above shall be conditioned upon the consummation of the applicable Change in Control and shall be effective only immediately before the consummation thereof, and (B) upon consummation of any Change in Control, the Plan and all outstanding but unexercised Options and SARs shall terminate. The Committee shall send notice of an event that shall result in such termination to all Participants or Permitted Transferees who hold Options and SARs not later than the time at which the Company gives notice thereof to its shareholders.

14.4 Change in Control in which Awards are Assumed or the Company is the Surviving Entity. If a Change in Control occurs and the Company is the surviving entity and any adjustments necessary to preserve the intrinsic value of the Participant's outstanding Awards have been made, or the Company's successor at the time of the Change in Control irrevocably assumes the Company's obligations under this Plan or replaces the Participants' outstanding Awards with awards having substantially the same intrinsic value and having terms and conditions no less favorable to the Participant than those applicable to the Participants' Awards immediately prior to the Change in Control, then such Awards or their replacement awards shall become immediately exercisable, in full, only if within two years after the Change in Control the Participant's employment:

- (a) is terminated without Cause;
- (b) terminates with Good Reason; or
- (c) terminates under circumstances that entitle the Participant to accelerated exercisability under any individual employment agreement between the Participant and the Company, a Subsidiary, or any successor thereof.

14.5 Adjustments by Committee. Any adjustments pursuant to this Article 14 will be made by the Committee, whose determination as to what adjustments will be made and the extent thereof will be final, binding, and conclusive. No fractional interest will be issued under the Plan on account of any such adjustments. Only cash payments will be made in lieu of fractional shares.

ARTICLE 15 GENERAL PROVISIONS

15.1 Legend. The Committee may require each person acquiring shares pursuant to an Award under the Plan to represent to and agree with the Company in writing that the Participant is acquiring the shares without a view to distribution thereof. In addition to any legend required by this Plan, the certificates for such shares may include any legend which the Committee deems appropriate to reflect any restrictions on transfer.

All certificates for shares of Common Stock delivered under the Plan shall be subject to such stock transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations

and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Common Stock is then listed, any applicable federal or state securities law, and any applicable corporate law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

15.2 No Right to Employment. Neither this Plan nor the grant of any Award hereunder shall give any Participant that is an Employee or other employee any right with respect to continuance of employment by the Company or any Subsidiary, nor shall there be a limitation in any way on the right of the Company or any Subsidiary of which an employee is employed to terminate the Participant's employment at any time.

15.3 Withholding of Taxes. The Company shall have the right to take such action as it deems appropriate to ensure taxes are withheld and collected, including but not limited to, deducting from any payment to be made pursuant to this Plan, or otherwise requiring, prior to the issuance or delivery of any shares of Common Stock or the payment of any cash hereunder, payment by the Participant of, any federal, state or local taxes required by law to be withheld. Unless otherwise prohibited by the Committee, each Participant may satisfy any such withholding tax obligation by any of the following means or by a combination of such means: (a) tendering a cash payment; (b) authorizing the Company to withhold from the shares otherwise issuable to the Participant a number of shares having a Fair Market Value as of the "Tax Date" up to the amount of the withholding tax obligation; or (c) delivering to the Company unencumbered shares owned by the Participant having a Fair Market Value, as of the Tax Date, up to the amount of the withholding tax obligation. The "Tax Date" shall be the date that the amount of tax to be withheld is determined.

15.4 No Assignment of Benefits. No Option, Award or other benefit payable under this Plan shall, except as otherwise specifically provided by law, be subject in any manner to anticipation, alienation, attachment, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, attach, sell, transfer, assign, pledge, encumber or charge, any such benefits shall be void, and any such benefit shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person who shall be entitled to such benefit, nor shall it be subject to attachment or legal process for or against such person.


15.5 Governing Law. This Plan and actions taken in connection herewith shall be governed and construed in accordance with the laws and in the courts of the state of Michigan.

15.6 Application of Funds. The proceeds received by the Company from the sale of shares of Common Stock pursuant to Awards granted under this Plan will be used for general corporate purposes.

15.7 Rights as a Shareholder. Except as otherwise provided in an Award Agreement, a Participant shall have no rights as a shareholder of the Company until the Participant becomes the holder of record of Common Stock.

15.8 Section 409A of the Code. The Company intends to administer this Plan in order to comply with Section 409A of the Code, or an exemption to Section 409A of the Code, with regard to Awards that constitute nonqualified deferred compensation within the meaning of Section 409A of the Code. To the extent that the Company determines that a Participant would be subject to the additional twenty percent (20%) tax imposed on certain nonqualified deferred compensation plans pursuant to Section 409A of the Code as a result of any provision of any Award granted under the Plan, such provision shall be deemed amended to the minimum extent necessary to avoid application of such additional tax. The nature of any such amendment shall be determined by the Committee.

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