UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-Q

Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended March 31, 2025 Commission File Number 001-18761

MONSTER BEVERAGE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

47-1809393
(I.R.S. Employer Identification No.)

1 Monster Way
Corona, California 92879
(Address of principal executive offices) (Zip code)

(951) 739 - 6200
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	MNST	Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No __

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes X No __

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

Large accelerated filer ☒
Non-accelerated filer ☐
Accelerated filer ☐
Smaller reporting company ☐
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes __ No X

The registrant had 975,246,159 shares of common stock, par value $0.005 per share, outstanding as of April 30, 2025.

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
MARCH 31, 2025

INDEX

Part I.	**FINANCIAL INFORMATION**	**Page No.**
Item 1.	Condensed Consolidated Financial Statements (Unaudited)	
	Condensed Consolidated Balance Sheets as of March 31, 2025 and December 31, 2024	3
	Condensed Consolidated Statements of Income for the Three-Months Ended March 31, 2025 and 2024	4
	Condensed Consolidated Statements of Comprehensive Income for the Three-Months Ended March 31, 2025 and 2024	5
	Condensed Consolidated Statements of Stockholders' Equity for the Three-Months Ended March 31, 2025 and 2024	6
	Condensed Consolidated Statements of Cash Flows for the Three-Months Ended March 31, 2025 and 2024	7
	Notes to Condensed Consolidated Financial Statements	9
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	30
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	45
Item 4.	Controls and Procedures	46
Part II.	**OTHER INFORMATION**	
Item 1.	Legal Proceedings	47
Item 1A.	Risk Factors	47
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	47
Item 3.	Defaults Upon Senior Securities	47
Item 4.	Mine Safety Disclosures	47
Item 5.	Other Information	48
Item 6.	Exhibits	48
	Signatures	49

PART I – FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
AS OF MARCH 31, 2025 AND DECEMBER 31, 2024
(In Thousands, Except Par Value) (Unaudited)

	March 31, 2025	December 31, 2024
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 1,903,419	$ 1,533,287
Accounts receivable, net	1,360,233	1,221,646
Inventories	725,129	737,107
Prepaid expenses and other current assets	112,525	107,262
Prepaid income taxes	34,113	42,202
Total current assets	4,135,419	3,641,504
PROPERTY AND EQUIPMENT, net	1,064,008	1,047,024
DEFERRED INCOME TAXES, net	184,358	184,260
GOODWILL	1,331,643	1,331,643
OTHER INTANGIBLE ASSETS, net	1,415,958	1,414,252
OTHER ASSETS	95,642	100,406
Total Assets	$ 8,227,028	$ 7,719,089
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 486,951	$ 466,775
Accrued liabilities	262,545	220,764
Accrued promotional allowances	304,670	267,711
Deferred revenue	47,542	45,809
Accrued compensation	55,812	92,454
Income taxes payable	67,837	4,006
Total current liabilities	1,225,357	1,097,519
DEFERRED REVENUE	173,921	179,008
OTHER LIABILITIES	109,252	110,893
LONG-TERM DEBT	199,059	373,951
COMMITMENTS AND CONTINGENCIES (Note 11)		
STOCKHOLDERS' EQUITY:		
Common stock - $0.005 par value; 5,000,000 shares authorized; 1,128,695 shares issued and 975,143 shares outstanding as of March 31, 2025; 1,126,329 shares issued and 973,079 shares outstanding as of December 31, 2024	5,643	5,632
Additional paid-in capital	5,213,731	5,144,922
Retained earnings	7,891,777	7,448,784
Accumulated other comprehensive loss	(202,946)	(269,487)
Common stock in treasury, at cost; 153,552 shares and 153,250 shares as of March 31, 2025 and December 31, 2024, respectively	(6,388,766)	(6,372,133)
Total stockholders' equity	6,519,439	5,957,718
Total Liabilities and Stockholders' Equity	$ 8,227,028	$ 7,719,089

See accompanying notes to condensed consolidated financial statements.

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
FOR THE THREE-MONTHS ENDED MARCH 31, 2025 AND 2024
(In Thousands, Except Per Share Amounts) (Unaudited)

	Three-Months Ended March 31,	
	2025	2024
NET SALES	$ 1,854,558	$ 1,899,098
COST OF SALES	806,596	871,969
GROSS PROFIT	1,047,962	1,027,129
OPERATING EXPENSES	478,217	485,138
OPERATING INCOME	569,745	541,991
INTEREST and OTHER INCOME, net	8,272	35,754
INCOME BEFORE PROVISION FOR INCOME TAXES	578,017	577,745
PROVISION FOR INCOME TAXES	135,024	135,696
NET INCOME	$ 442,993	$ 442,049
NET INCOME PER COMMON SHARE:		
Basic	$ 0.45	$ 0.42
Diluted	$ 0.45	$ 0.42
WEIGHTED AVERAGE NUMBER OF SHARES OF COMMON STOCK AND COMMON STOCK EQUIVALENTS:		
Basic	973,622	1,041,081
Diluted	981,282	1,051,282

See accompanying notes to condensed consolidated financial statements.

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
FOR THE THREE-MONTHS ENDED MARCH 31, 2025 AND 2024
(In Thousands) (Unaudited)

	Three-Months Ended March 31,	
	2025	2024
Net income, as reported	$ 442,993	$ 442,049
Other comprehensive income (loss), net of tax:		
Change in foreign currency translation adjustment	63,971	(30,695)
Change in net unrealized gain (loss) on available-for-sale investments	—	223
Change in net gain (loss) on commodity derivatives	2,570	(2,131)
Other comprehensive income (loss)	66,541	(32,603)
Comprehensive income	$ 509,534	$ 409,446

See accompanying notes to condensed consolidated financial statements.

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
FOR THE THREE-MONTHS ENDED MARCH 31, 2025 AND 2024
(In Thousands) (Unaudited)

	Common stock		Additional	Retained	Accumulated Other Comprehensive (Loss)	Treasury stock		Total Stockholders'
	Shares	Amount	Paid-in Capital	Earnings	Income	Shares	Amount	Equity
Balance, December 31, 2024	1,126,329	$ 5,632	$ 5,144,922	$ 7,448,784	$ (269,487)	(153,250)	$ (6,372,133)	$ 5,957,718
Stock-based compensation	—	—	20,727	—	—	—	—	20,727
Stock options/awards	2,366	11	48,082	—	—	—	—	48,093
Unrealized gain (loss), net on available-for-sale securities	—	—	—	—	—	—	—	—
Repurchase of common stock	—	—	—	—	—	(302)	(16,633)	(16,633)
Foreign currency translation	—	—	—	—	63,971	—	—	63,971
Net gain (loss) on commodity derivatives	—	—	—	—	2,570	—	—	2,570
Net income	—	—	—	442,993	—	—	—	442,993
Balance, March 31, 2025	1,128,695	$ 5,643	$ 5,213,731	$ 7,891,777	$ (202,946)	(153,552)	$ (6,388,766)	$ 6,519,439

	Common stock		Additional	Retained	Accumulated Other Comprehensive (Loss)	Treasury stock		Total Stockholders'
	Shares	Amount	Paid-in Capital	Earnings	Income	Shares	Amount	Equity
Balance, December 31, 2023	1,122,592	$ 5,613	$ 4,975,115	$ 5,939,736	$ (125,337)	(81,021)	$ (2,566,383)	$ 8,228,744
Stock-based compensation	—	—	21,452	—	—	—	—	21,452
Stock options/awards	2,278	11	38,381	—	—	—	—	38,392
Unrealized gain (loss), net on available-for-sale securities	—	—	—	—	223	—	—	223
Repurchase of common stock	—	—	—	—	—	(2,151)	(120,245)	(120,245)
Foreign currency translation	—	—	—	—	(30,695)	—	—	(30,695)
Net gain (loss) on commodity derivatives	—	—	—	—	(2,131)	—	—	(2,131)
Net income	—	—	—	442,049	—	—	—	442,049
Balance, March 31, 2024	1,124,870	$ 5,624	$ 5,034,948	$ 6,381,785	$ (157,940)	(83,172)	$ (2,686,628)	$ 8,577,789

See accompanying notes to condensed consolidated financial statements.

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE THREE-MONTHS ENDED MARCH 31, 2025 AND 2024
(In Thousands) (Unaudited)

	Three-Months Ended March 31,	
	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 442,993	$ 442,049
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	24,848	20,475
Non-cash lease expense	4,014	3,185
Loss (gain) on disposal of property and equipment	324	(177)
Loss on impairment of property and equipment	2,279	—
Stock-based compensation	20,727	22,472
Deferred income taxes	135	9
Effect on cash of changes in operating assets and liabilities:		
Accounts receivable	(109,557)	(195,081)
Inventories	19,594	22,708
Prepaid expenses and other assets	(3,995)	(9,507)
Prepaid income taxes	11,912	11,840
Accounts payable	11,768	(9,062)
Accrued liabilities	33,661	28,259
Accrued promotional allowances	30,785	52,814
Accrued compensation	(37,338)	(35,653)
Income taxes payable	61,674	60,512
Other liabilities	(1,885)	335
Deferred revenue	(4,339)	(3,036)
Net cash provided by operating activities	507,600	412,142
CASH FLOWS FROM INVESTING ACTIVITIES:		
Sales of available-for-sale investments	—	382,125
Purchases of available-for-sale investments	—	(342,228)
Purchases of property and equipment	(29,056)	(66,044)
Proceeds from sale of property and equipment	1,147	422
Additions to intangibles	(5,343)	(8,612)
Decrease (increase) in other assets	2,397	(985)
Net cash used in investing activities	(30,855)	(35,322)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments on short-term debt	(2,045)	(2,896)
Payments on credit facilities	(175,000)	—
Issuance of common stock	48,093	38,392
Purchases of common stock held in treasury	(16,633)	(120,245)
Net cash used in financing activities	(145,585)	(84,749)
Effect of exchange rate changes on cash and cash equivalents	38,972	(13,222)
NET INCREASE IN CASH AND CASH EQUIVALENTS	370,132	278,849
CASH AND CASH EQUIVALENTS, beginning of period	1,533,287	2,297,675
CASH AND CASH EQUIVALENTS, end of period	$ 1,903,419	$ 2,576,524
SUPPLEMENTAL INFORMATION:		
Cash paid during the period for:		
Interest	$ 4,174	$ 91
Income taxes	$ 61,646	$ 63,634

See accompanying notes to condensed consolidated financial statements.

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE THREE-MONTHS ENDED MARCH 31, 2025 AND 2024
(In Thousands) (Unaudited) (Continued)

SUPPLEMENTAL DISCLOSURE OF NON-CASH ITEMS

Included in accrued liabilities as of March 31, 2025 and 2024 were additions to other intangible assets of $5.1 million and $11.7 million, respectively.

Included in accounts payable as of March 31, 2025 and 2024 were property and equipment purchases of $4.0 million and $3.2 million, respectively.

See accompanying notes to condensed consolidated financial statements.

1. BASIS OF PRESENTATION

Reference is made to the Notes to Consolidated Financial Statements, in Monster Beverage Corporation and Subsidiaries (the "Company") Annual Report on Form 10-K for the year ended December 31, 2024 for a summary of significant accounting policies utilized by the Company and its consolidated subsidiaries and other disclosures, which should be read in conjunction with this Quarterly Report on Form 10-Q ("Form 10-Q").

The Company's condensed consolidated financial statements included in this Form 10-Q have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and Securities and Exchange Commission ("SEC") rules and regulations applicable to interim financial reporting. They do not include all the information and footnote disclosures normally included in annual financial statements prepared in accordance with GAAP. The information set forth in these interim condensed consolidated financial statements for the three-months ended March 31, 2025 and 2024, respectively, is unaudited and reflects all adjustments, which include only normal recurring adjustments and which in the opinion of management are necessary to make the interim condensed consolidated financial statements not misleading. Results of operations for periods covered by this report may not necessarily be indicative of results of operations for the full year.

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

Recent Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. The amendments in this update primarily require more detailed disclosures related to the rate reconciliation and income taxes paid. The amendments in ASU 2023-09 are effective for fiscal years beginning after December 15, 2024. Early adoption is permitted. The Company is currently evaluating the impact ASU 2023-09 will have on its consolidated financial statements.

In November 2024, the FASB issued ASU 2024-03, *Disaggregation of Income Statement Expenses*. The amendments in this update require the Company to disaggregate key expense categories such as purchases of inventory, employee compensation, depreciation and intangible asset amortization, within its financial statements. The amendments in ASU 2024-03 are effective for fiscal years beginning after December 15, 2026. Early adoption is permitted. The Company is currently evaluating the impact ASU 2024-03 will have on its consolidated financial statements.

2. REVENUE RECOGNITION

Revenues are accounted for in accordance with FASB Accounting Standards Codification ("ASC") 606, "Revenue from Contracts with Customers". The Company has four operating and reportable segments: (i) Monster Energy® Drinks segment ("Monster Energy® Drinks"), which is primarily comprised of the Company's Monster Energy® drinks, Reign Total Body Fuel® high performance energy drinks, Reign Storm® total wellness energy drinks and Bang Energy® drinks, (ii) Strategic Brands segment ("Strategic Brands"), which is primarily comprised of the various energy drink brands acquired from The Coca-Cola Company ("TCCC") in 2015 as well as the Company's affordable energy brands, Predator® and Fury®, (iii) Alcohol Brands segment ("Alcohol Brands"), which is comprised of various craft beers, flavored malt beverages ("FMBs") and hard seltzers and (iv) Other segment ("Other"), which is comprised of certain products sold by American Fruits and Flavors, LLC, a wholly-owned subsidiary of the Company, to independent third-party customers (the "AFF Third-Party Products").

The Company's Monster Energy® Drinks segment primarily generates net operating revenues by selling ready-to-drink packaged drinks primarily to bottlers and full service beverage distributors ("bottlers/distributors"). In some cases, the Company sells ready-to-drink packaged drinks directly to retail grocery and specialty chains, wholesalers, club stores, mass merchandisers, convenience and gas chains, drug stores, foodservice customers, value stores, e-commerce retailers and the military.

The Company's Strategic Brands segment primarily generates net operating revenues by selling "concentrates" and/or "beverage bases" to authorized bottling and canning operations. Such bottlers generally combine the concentrates and/or beverage bases with sweeteners, water and other ingredients to produce ready-to-drink packaged energy drinks. The ready-to-drink packaged energy drinks are then sold by such bottlers to other bottlers/distributors and to retail grocery and specialty chains, wholesalers, club stores, mass merchandisers, convenience and gas chains, foodservice customers, drug stores, value stores, e-commerce retailers and the military. To a lesser extent, the Strategic Brands segment generates net operating revenues by selling certain ready-to-drink packaged energy drinks to bottlers/distributors.

The Company's Alcohol Brands segment primarily generates operating revenues by selling kegged and ready-to-drink canned beers, FMBs and hard seltzers primarily to beer distributors in the United States.

The majority of the Company's revenue is recognized when it satisfies a single performance obligation by transferring control of its products to a customer. Control is generally transferred when the Company's products are either shipped or delivered based on the terms contained within the underlying contracts or agreements. Certain of the Company's bottlers/distributors may also perform a separate function as a co-packer on the Company's behalf. In such cases, control of the Company's products passes to such bottlers/distributors when they notify the Company that they have taken possession or transferred the relevant portion of the Company's finished goods. The Company's general payment terms are short-term in duration. The Company does not have significant financing components or payment terms. The Company did not have any material unsatisfied performance obligations as of March 31, 2025 and December 31, 2024.

The Company excludes from revenues all taxes assessed by a governmental authority that are imposed on the sale of its products and collected from customers.

Distribution expenses to transport the Company's products, where applicable, and warehousing expenses after manufacture are accounted for within operating expenses.

Promotional and other allowances (variable consideration) recorded as a reduction to net sales for the Company's energy drink products primarily include consideration given to the Company's non-alcohol bottlers/distributors or retail customers, including, but not limited to, the following:

- discounts granted off list prices to support price promotions to end-consumers by retailers;
- reimbursements given to the Company's bottlers/distributors for agreed portions of their promotional spend with retailers, including slotting, shelf space allowances and other fees for both new and existing products;
- the Company's agreed share of fees given to bottlers/distributors and/or directly to retailers for advertising, in-store marketing and promotional activities;
- the Company's agreed share of slotting, shelf space allowances and other fees given directly to retailers, club stores and/or wholesalers;
- incentives given to the Company's bottlers/distributors and/or retailers for achieving or exceeding certain predetermined sales goals;
- discounted or free products;
- contractual fees given to the Company's bottlers/distributors related to sales made directly by the Company to certain customers that fall within the bottlers'/distributors' sales territories; and
- commissions to TCCC based on the Company's sales to wholly-owned subsidiaries of TCCC (the "TCCC Subsidiaries") and/or to TCCC bottlers/distributors accounted for under the equity method by TCCC (the "TCCC Related Parties").

The Company's promotional allowance programs for its energy drink products are executed through separate agreements in the ordinary course of business. These agreements generally provide for one or more of the arrangements described above and are of varying durations, typically ranging from one week to one year. The Company's promotional and other allowances for its energy drink products are calculated based on various programs with bottlers/distributors and retail customers, and accruals are established at the time of initial product sale for the Company's anticipated liabilities. These accruals are based on agreed upon terms as well as the Company's historical experience with similar programs and require management's judgment with respect to estimating consumer participation and/or bottler/distributor and retail customer performance levels. Differences between such estimated expenses and actual expenses for promotional and other allowance costs have historically been insignificant and are recognized in earnings in the period such differences are determined. Promotional and other allowances for our Alcohol Brands segment primarily include price promotions where permitted.

Amounts received pursuant to new and/or amended distribution agreements entered into with certain bottlers/distributors relating to the costs associated with terminating the Company's prior distributors, are accounted for as deferred revenue and recognized as revenue ratably over the anticipated life of the respective distribution agreements, generally over 20 years.

The Company also enters into license agreements that generate revenues associated with third-party sales of non-beverage products bearing the Company's trademarks including, but not limited to, clothing, hats, t-shirts, jackets, helmets and automotive wheels.

Management believes that adequate provision has been made for cash discounts, returns and spoilage based on the Company's historical experience.

Disaggregation of Revenue

The following tables disaggregate the Company's revenue by geographical markets and reportable segments:

	Three-Months Ended March 31, 2025				
Net Sales	U.S. and Canada	EMEA[1]	Asia Pacific (including Oceania)	Latin America and Caribbean	Total
Monster Energy® Drinks	$ 1,080,337	$ 346,071	$ 132,019	$ 157,121	$ 1,715,548
Strategic Brands	43,630	38,504	12,504	3,694	98,332
Alcohol Brands	34,703	—	—	—	34,703
Other	5,975	—	—	—	5,975
Total Net Sales	$ 1,164,645	$ 384,575	$ 144,523	$ 160,815	$ 1,854,558

	Three-Months Ended March 31, 2024				
Net Sales	U.S. and Canada	EMEA[1]	Asia Pacific (including Oceania)	Latin America and Caribbean	Total
Monster Energy® Drinks	$ 1,094,846	$ 352,229	$ 122,018	$ 159,958	$ 1,729,051
Strategic Brands	49,642	43,337	9,197	6,268	108,444
Alcohol Brands	56,070	—	—	—	56,070
Other	5,533	—	—	—	5,533
Total Net Sales	$ 1,206,091	$ 395,566	$ 131,215	$ 166,226	$ 1,899,098

[1]*Europe, Middle East and Africa ("EMEA")*

Contract Liabilities

Amounts received from certain bottlers/distributors at inception of their distribution contracts or at the inception of certain sales/marketing programs are accounted for as deferred revenue. As of March 31, 2025 and December 31, 2024, the Company had $221.5 million and $224.8 million, respectively, of deferred revenue, which is included in current and long-term deferred revenue in the Company's condensed consolidated balance sheets. During both the three-months ended March 31, 2025 and 2024, $9.9 million of deferred revenue was recognized in net sales. See Note 9.

3. LEASES

The Company leases identified assets consisting primarily of office and warehouse space, warehouse equipment and vehicles. Leases are classified as either finance leases or operating leases based on criteria in ASC 842, "Leases". The Company's leases have remaining lease terms of less than one year to nine years, some of which include options to extend the leases for up to five years, and some of which include options to terminate the leases within one year.

The components of lease cost were as follows:

	Three-Months Ended March 31,	
	2025	2024
Operating lease cost	$ 4,294	$ 3,802
Short-term lease cost	1,742	2,670
Variable lease cost	214	213
Finance leases:		
Amortization of right-of-use assets	555	595
Interest on lease liabilities	77	91
Finance lease cost	632	686
Total lease cost	$ 6,882	$ 7,371

Supplemental cash flow information was as follows:

	Three-Months Ended March 31,	
	2025	2024
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash outflows from operating leases	$ 4,087	$ 3,607
Operating cash outflows from finance leases	$ 77	$ 91
Financing cash outflows from finance leases	$ 2,045	$ 2,897
Right-of-use assets obtained in exchange for lease obligations:		
Finance leases	$ 6,390	$ 747
Operating leases	$ 1,002	$ 1,091

Supplemental balance sheet information was as follows:

	Balance Sheet Location	March 31, 2025	December 31, 2024
Operating leases:			
Right-of-use assets	Other assets	$ 52,394	$ 55,240
Current lease liabilities	Accrued liabilities	$ 12,054	$ 12,530
Noncurrent lease liabilities	Other liabilities	41,436	43,857
Total operating lease liabilities		$ 53,490	$ 56,387
Finance leases:			
Right-of-use assets	Property and equipment, net	$ 10,688	$ 6,129
Current lease liabilities	Accrued liabilities	$ 8,054	$ 4,211
Noncurrent lease liabilities	Other liabilities	34	38
Total finance lease liabilities		$ 8,088	$ 4,249

Weighted-average remaining lease term and weighted-average discount rate for the Company's leases were as follows:

	March 31, 2025	December 31, 2024
Weighted-average remaining lease term in years:		
Operating leases	5.3	5.5
Finance leases	0.8	0.8
Weighted-average discount rate:		
Operating leases	4.8 %	4.8 %
Finance leases	5.3 %	5.5 %

The following table outlines maturities of the Company's lease liabilities as of March 31, 2025:

	Undiscounted Future Lease Payments	
	Operating Leases	Finance Leases
2025 (from April 1, 2025 to December 31, 2025)	$ 11,031	$ 7,325
2026	11,711	926
2027	10,683	11
2028	8,778	11
2029	6,810	6
2030 and thereafter	11,862	—
Total lease payments	60,875	8,279
Less imputed interest	(7,385)	(191)
Total	$ 53,490	$ 8,088

As of March 31, 2025, the Company did not have any significant leases that had not yet commenced.

4. FAIR VALUE OF CERTAIN FINANCIAL ASSETS AND LIABILITIES

ASC 820, "Fair Value Measurement", provides a framework for measuring fair value and requires disclosures regarding fair value measurements. ASC 820 defines fair value as the price that would be received on the sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820 also establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs, where available. The three levels of inputs required by the standard that the Company uses to measure fair value are summarized below.

- **Level 1:** Quoted prices in active markets for identical assets or liabilities.
- **Level 2:** Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the related assets or liabilities.
- **Level 3:** Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

ASC 820 requires the use of observable market inputs (quoted market prices) when measuring fair value and requires a Level 1 quoted price to be used to measure fair value whenever possible.

The following tables present the fair value of the Company's financial assets and liabilities that are recorded at fair value on a recurring basis, segregated among the appropriate levels within the fair value hierarchy at:

March 31, 2025	Level 1	Level 2	Level 3	Total
Cash	$ 1,230,144	$ —	$ —	$ 1,230,144
Money market funds	628,556	—	—	628,556
Certificates of deposit	—	44,719	—	44,719
Foreign currency derivatives	—	1,165	—	1,165
Commodity derivatives	—	2,231	—	2,231
Total	$ 1,858,700	$ 48,115	$ —	$ 1,906,815
Amounts included in:				
Cash and cash equivalents	$ 1,858,700	$ 44,719	$ —	$ 1,903,419
Accounts receivable, net	—	7,442	—	7,442
Prepaid expenses and other current assets	—	25	—	25
Other assets	—	87	—	87
Accrued liabilities	—	(4,102)	—	(4,102)
Other liabilities	—	(56)	—	(56)
Total	$ 1,858,700	$ 48,115	$ —	$ 1,906,815

December 31, 2024	Level 1	Level 2	Level 3	Total
Cash	$ 1,103,647	$ —	$ —	$ 1,103,647
Money market funds	396,306	—	—	396,306
Certificates of deposit	—	33,334	—	33,334
Foreign currency derivatives	—	799	—	799
Commodity derivatives	—	(785)	—	(785)
Total	$ 1,499,953	$ 33,348	$ —	$ 1,533,301
Amounts included in:				
Cash and cash equivalents	$ 1,499,953	$ 33,334	$ —	$ 1,533,287
Accounts receivable, net	—	5,991	—	5,991
Other assets	—	6	—	6
Accrued liabilities	—	(5,952)	—	(5,952)
Other liabilities	—	(31)	—	(31)
Total	$ 1,499,953	$ 33,348	$ —	$ 1,533,301

The Company's valuation of its Level 1 investments is based on quoted market prices in active markets for identical securities. The Company's valuation of its Level 2 investments is based on other observable inputs, specifically a market approach which utilizes valuation models, pricing systems, mathematical tools and other relevant information for the same or similar securities. The Company's valuation of its Level 2 foreign currency exchange contracts is based on quoted market prices of the same or similar instruments, adjusted for counterparty risk. There were no transfers between Level 1 and Level 2 measurements during the three-months ended March 31, 2025, or during the year-ended December 31, 2024, and there were no changes in the Company's valuation techniques.

5. DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

The Company accounts for its derivative instruments and hedging activities under ASC 815, "Derivatives and Hedging." The following table presents the fair values of the Company's derivative instruments:

Derivatives designated as hedging instruments	Fair value March 31, 2025	Fair value December 31, 2024	Balance Sheet location
Assets:			
Commodity contracts	$ 4,699	$ 1,884	Accounts receivable, net
Commodity contracts	$ 87	$ 6	Other assets
Foreign currency exchange contracts	$ 25	$ —	Prepaid expenses and other current assets
Liabilities:			
Commodity contracts	$ (2,411)	$ (2,644)	Accrued liabilities
Commodity contracts	$ (56)	$ (31)	Other liabilities
Foreign currency exchange contracts	$ (113)	$ —	Accrued liabilities

Derivatives not designated as hedging instruments	Fair value March 31, 2025	Fair value December 31, 2024	Balance Sheet location
Assets:			
Foreign currency exchange contracts	$ 2,743	$ 4,107	Accounts receivable, net
Liabilities:			
Foreign currency exchange contracts	$ (1,578)	$ (3,308)	Accrued liabilities

Cash Flow Hedging Strategy

The Company uses cash flow hedges to minimize the variability in cash flows of forecasted transactions caused by fluctuations in commodity prices. The changes in the fair values of derivatives designated as cash flow hedges are recorded in accumulated other comprehensive income (loss) ("AOCI") and are reclassified into the line item in our condensed consolidated statement of income in which the hedged items are recorded in the same period that the hedged items affect earnings. The changes in the fair values of hedges that are determined to be ineffective are immediately reclassified from AOCI into earnings. The maximum length of time for which the Company hedges its exposure to the variability in future cash flows is currently less than two years.

The Company has entered into commodity hedge contracts to mitigate the price risk associated with a portion of its forecasted aluminum purchases. These derivative instruments were designated as part of the Company's commodity cash flow hedging program. The objective of this hedging program is to reduce the variability of cash flows associated with future purchases of aluminum. The total notional values of derivatives that were designated and qualified for this program were $141.1 million and $127.0 million as of March 31, 2025 and December 31, 2024, respectively.

The following table presents the impact that changes in the fair values of derivatives designated as cash flow hedges had on other comprehensive income ("OCI"), AOCI and earnings:

Three-Months Ended March 31, 2025			
Derivatives designated as hedging instruments	Gain (loss) recognized in OCI	Location of gain (loss) recognized in income	Gain (loss) reclassified from AOCI into income
Commodity contracts	$ 4,312	Cost of sales	$ 1,742

	Three-Months Ended March 31, 2024		
Derivatives designated as hedging instruments	Gain (loss) recognized in OCI	Location of gain (loss) recognized in income	Gain (loss) reclassified from AOCI into income
Commodity contracts	$ 2,279	Cost of sales	$ (966)

As of March 31, 2025, the Company estimates that it will reclassify into earnings net gains (losses) of $3.1 million from the amount recorded in AOCI as the anticipated cash flows occur during the next 12 months.

Hedges of Net Investments in Foreign Operations Strategy

The Company uses forward contracts to protect the value of our net investments in a number of foreign operations. For derivative financial instruments that are designated and qualify as hedges of net investments in foreign operations, the changes in the fair values of the derivative financial instruments are recognized in net foreign currency translation adjustments, a component of AOCI, to offset the changes in the values of the net investments being hedged. Any ineffective portions of net investment hedges are reclassified from AOCI into earnings during the period of change.

The following table summarizes the notional values and pretax impact of changes in the fair values of instruments designated as net investment hedges:

	Notional Values as of		Gain (loss) recognized in OCI Three-Months Ended	
Derivatives designated as hedging instruments	March 31, 2025	December 31, 2024	March 31, 2025	March 31, 2024
Foreign currency exchange contracts	$ 25,940	$ —	$ (88)	$ —

Economic (Non-Designated) Hedging Strategy

The Company is exposed to foreign currency exchange rate risks related primarily to its foreign business operations. During the three-months ended March 31, 2025 and 2024, the Company entered into forward currency exchange contracts with financial institutions to create an economic hedge to specifically manage a portion of the foreign exchange risk exposure associated with certain consolidated subsidiaries' non-functional currency denominated assets and liabilities. All foreign currency exchange contracts of the Company that were outstanding as of March 31, 2025 have terms of approximately one month or less. The Company does not enter into forward currency exchange contracts for speculation or trading purposes.

The Company has not designated its foreign currency exchange contracts as hedge transactions. Therefore, gains and losses on the Company's foreign currency exchange contracts are recognized in interest and other income, net, in the condensed consolidated statements of income, and are largely offset by the changes in the fair value of the underlying economically hedged item. The total notional values of derivatives related to our foreign currency economic hedges were $385.6 million and $342.4 million as of March 31, 2025 and December 31, 2024, respectively.

The net gains (losses) on derivatives not designated as hedging instruments in the condensed consolidated statements of income were as follows:

		Gain (loss) recognized in income on derivatives Three-Months Ended	
Derivatives not designated as hedging instruments	Location of gain (loss) recognized in income on derivatives	March 31, 2025	March 31, 2024
Foreign currency exchange contracts	Interest and other income, net	$ (3,833)	$ 5,343

Certain of the Company's counterparty agreements contain provisions that require the Company to post collateral on derivative instruments in a net liability position. As of March 31, 2025, $4.7 million was held as collateral and $0.1 million was posted as collateral.

6. INVENTORIES

Inventories consist of the following at:

	March 31, 2025	December 31, 2024
Raw materials	$ 240,110	$ 232,698
Work in process	1,362	1,200
Finished goods	483,657	503,209
	$ 725,129	$ 737,107

7. PROPERTY AND EQUIPMENT, NET

Property and equipment consist of the following at:

	March 31, 2025	December 31, 2024
Land	$ 178,360	$ 178,056
Leasehold improvements	31,928	31,132
Furniture and fixtures	13,007	11,416
Office and computer equipment	28,297	28,029
Equipment	573,486	561,408
Buildings	278,071	280,663
Vehicles	77,575	72,564
Assets under construction	195,029	178,980
	1,375,753	1,342,248
Less: accumulated depreciation and amortization	(311,745)	(295,224)
	$ 1,064,008	$ 1,047,024

Total depreciation and amortization expense was $20.5 million and $19.2 million for the three-months ended March 31, 2025 and 2024, respectively.

8. GOODWILL AND OTHER INTANGIBLE ASSETS

The following is a roll-forward of goodwill for the three-months ended March 31, 2025 and 2024 by reportable segment:

	Monster Energy® Drinks	Strategic Brands	Alcohol Brands*	Other	Total
Balance at December 31, 2024	$ 693,644	$ 637,999	$ —	$ —	$ 1,331,643
Acquisitions	—	—	—	—	—
Balance at March 31, 2025	$ 693,644	$ 637,999	$ —	$ —	$ 1,331,643

*Accumulated goodwill impairment balance at December 31, 2024 and March 31, 2025 was $86.3 million related entirely to Alcohol Brands.

	Monster Energy® Drinks	Strategic Brands	Alcohol Brands	Other	Total
Balance at December 31, 2023	$ 693,644	$ 637,999	$ 86,298	$ —	$ 1,417,941
Acquisitions	—	—	—	—	—
Balance at March 31, 2024	$ 693,644	$ 637,999	$ 86,298	$ —	$ 1,417,941

Intangible assets consist of the following at:

	March 31, 2025	December 31, 2024
Amortizing intangibles	$ 186,221	$ 183,800
Accumulated amortization	(91,402)	(86,703)
	94,819	97,097
Non-amortizing intangibles	1,321,139	1,317,155
	$ 1,415,958	$ 1,414,252

Amortizing intangibles primarily consist of customer relationships. All amortizing intangibles have been assigned an estimated finite useful life, and such intangibles are amortized on a straight-line basis over the number of years that approximate their respective useful lives, generally three to ten years. Total amortization expense was $4.3 million and $1.3 million for the three-months ended March 31, 2025 and 2024, respectively. For the three-months ended March 31, 2025 and 2024, no impairment charges were recorded to intangible assets.

The following is the future estimated amortization expense related to amortizing intangibles as of March 31, 2025:

2025 (from April 1, 2025 to December 31, 2025)	$ 12,413
2026	16,967
2027	15,429
2028	14,300
2029	14,265
2030 and thereafter	21,445
	$ 94,819

9. DISTRIBUTION AGREEMENTS

In the normal course of business, amounts received pursuant to new and/or amended distribution agreements entered into with certain bottlers/distributors, relating to the costs associated with terminating agreements with the Company's prior distributors, or at the inception of certain sales/marketing programs are accounted for as deferred revenue and are recognized as revenue ratably over the anticipated life of the respective agreement, generally 20 years or program duration, as the case may be. Revenue recognized was $9.9 million for both the three-months ended March 31, 2025 and 2024.

10. DEBT

The Company's long-term debt consisted of the following:

	March 31, 2025	December 31, 2024
Term loan	$ 200,000	$ 375,000
Revolving credit facility	—	—
Total debt	200,000	375,000
Less: unamortized debt issuance costs	(941)	(1,049)
Total debt, net of unamortized debt issuance costs	199,059	373,951
Less: current portion of long-term debt	—	—
Long-term debt	$ 199,059	$ 373,951

In May 2024, the Company entered into a credit agreement with JPMorgan Chase Bank, N.A., as administrative agent, and certain other lenders, which provides for senior unsecured credit facilities in an aggregate principal amount of $1.50 billion (collectively, the "Credit Facilities"). The Credit Facilities consist of a $750.0 million term loan (the "Term Loan") and up to $750.0 million in multicurrency revolving loan commitments (the "Revolving Credit Facility"). The Term Loan matures May 2027 and the Revolving Credit Facility matures May 2029. As of March 31, 2025, the Company was in compliance with all covenants under the Credit Facilities.

Borrowings under the Credit Facilities bear interest at a variable rate per annum equal to the applicable rate plus margin (as defined in the Credit Facilities). The interest rate in effect on the Term Loan was 5.30% as of March 31, 2025. No borrowings were outstanding under the Revolving Credit Facility as of March 31, 2025. In April 2025, the Company repaid the remaining outstanding balance of $200.0 million on the Term Loan.

Borrowings under the Credit Facilities are due on the respective maturity date. Borrowings may be repaid at any time during the term of the Credit Facilities and, in the case of the Revolving Credit Facility, may be reborrowed prior to the maturity date.

Additionally, the Company has a line of credit of up to $15.0 million with HSBC Bank (China) Company Limited, Shanghai Branch. At March 31, 2025, the interest rate on borrowings under the line of credit was 5.5%. As of March 31, 2025, no amount was outstanding on this line of credit.

Based on Level 2 inputs, the carrying value of the Company's debt approximates fair value, as borrowings are subject to variable interest rates that adjust with changes in market rates and market conditions and the current interest rate approximates that which would be available under similar financial arrangements.

11. COMMITMENTS AND CONTINGENCIES

The Company had purchase commitments aggregating approximately $316.5 million at March 31, 2025, which represented commitments made by the Company and its subsidiaries to various suppliers of raw materials for the production of its products. These obligations vary in terms but are generally satisfied within one year.

The Company had contractual obligations aggregating approximately $506.4 million at March 31, 2025, which related primarily to sponsorships and other marketing activities.

Litigation — From time to time in the normal course of business, the Company is named in litigation, including labor and employment matters, personal injury matters, consumer class actions, intellectual property matters and claims from prior distributors. Although it is not possible to predict the ultimate outcome of such litigation, based on the facts known to the Company, management believes that such litigation in aggregate will likely not have a material adverse effect on the Company's financial position or results of operations.

The Company evaluates, on a quarterly basis, developments in legal proceedings and other matters that could cause an increase or decrease in the amount of the liability that is accrued, if any, and any related insurance reimbursements. As of March 31, 2025 and December 31, 2024, $16.8 million of loss contingencies were included in the Company's accompanying condensed consolidated balance sheets.

12. ACCUMULATED OTHER COMPREHENSIVE LOSS

Changes in accumulated other comprehensive loss by component, after tax, for the three-months ended March 31, 2025 and 2024 are as follows:

	Accumulated Net Gains (Losses) on Commodity Derivatives	Currency Translation Gains (Losses)	Unrealized Gains (Losses) on Available-for-Sale Securities	Total
Balance at December 31, 2024	$ 443	$ (269,930)	$ —	$ (269,487)
Other comprehensive income (loss) before reclassifications	2,570	63,971	—	66,541
Net current-period other comprehensive income (loss)	2,570	63,971	—	66,541
Balance at March 31, 2025	$ 3,013	$ (205,959)	$ —	$ (202,946)

	Accumulated Net Gains (Losses) on Commodity Derivatives	Currency Translation Gains (Losses)	Unrealized Gains (Losses) on Available-for-Sale Securities	Total
Balance at December 31, 2023	$ 4,410	$ (128,989)	$ (758)	$ (125,337)
Other comprehensive income (loss) before reclassifications	(2,131)	(30,695)	223	(32,603)
Net current-period other comprehensive income (loss)	(2,131)	(30,695)	223	(32,603)
Balance at March 31, 2024	$ 2,279	$ (159,684)	$ (535)	$ (157,940)

13. TREASURY STOCK

On August 19, 2024, the Company's Board of Directors authorized a share repurchase program for the purchase of up to an additional $500.0 million of the Company's outstanding common stock (the "August 2024 Repurchase Plan"). During the three-months ended March 31, 2025, no shares were repurchased under the August 2024 Repurchase Plan. As of May 8, 2025, $500.0 million remained available for repurchase under the August 2024 Repurchase Plan.

The aggregate amount of the Company's outstanding common stock that remains available for repurchase under all previously authorized repurchase plans is $500.0 million as of May 8, 2025.

During the three-months ended March 31, 2025, 0.3 million shares of common stock were purchased from employees in lieu of cash payments for options exercised or withholding taxes due for a total amount of $16.6 million. While such purchases are considered common stock repurchases, they are not counted as purchases against the Company's authorized share repurchase programs. Such shares are included in common stock in treasury in the accompanying condensed consolidated balance sheet at March 31, 2025.

14. STOCK-BASED COMPENSATION

The Company has two stock-based compensation plans under which shares were available for grant at March 31, 2025: (i) the Monster Beverage Corporation 2020 Omnibus Incentive Plan, including the Monster Beverage Corporation Deferred Compensation Plan as a sub-plan thereunder, and (ii) the Monster Beverage Corporation 2017 Compensation Plan for Non-Employee Directors as Amended and Restated on February 23, 2022, including the Monster Beverage Corporation Deferred Compensation Plan for Non-Employee Directors as a sub-plan thereunder.

The Company recorded $20.7 million and $22.5 million of compensation expense relating to outstanding options, restricted stock units, performance share units and other share-based awards during the three-months ended March 31, 2025 and 2024, respectively.

The tax benefit for tax deductions from non-qualified stock option exercises, disqualifying dispositions of incentive stock options and vesting of restricted stock units and performance share units for the three-months ended March 31, 2025 and 2024 was $7.2 million and $7.5 million, respectively.

Stock Options

Under the Company's stock-based compensation plans, all stock options granted as of March 31, 2025 were granted at prices based on the fair value of the Company's common stock on the date of grant. The Company records compensation expense for stock options based on the estimated fair value of the options on the date of grant using the Black-Scholes-Merton option pricing formula with the assumptions included in the table below. The Company uses historical data to determine the exercise behavior, volatility and forfeiture rate of the options.

The following weighted-average assumptions were used to estimate the fair value of options granted during:

	Three-Months Ended March 31,	
	2025	2024
Dividend yield	0.0 %	0.0 %
Expected volatility	26.7 %	27.5 %
Risk-free interest rate	4.2 %	4.3 %
Expected term	6.2 years	6.4 years

Expected Volatility: The Company uses historical volatility as it provides a reasonable estimate of the expected volatility. Historical volatility is based on the most recent volatility of the stock price over a period of time equivalent to the expected term of the option.

Risk-Free Interest Rate: The risk-free interest rate is based on the U.S. treasury zero-coupon yield curve in effect at the time of grant for the expected term of the option.

Expected Term: The Company's expected term represents the weighted-average period that the Company's stock options are expected to be outstanding. The expected term is based on the expected time to post-vesting exercise of options by employees. The Company uses historical exercise patterns of previously granted options to derive employee behavioral patterns used to forecast expected exercise patterns.

The following table summarizes the Company's activities with respect to its stock option plans as follows:

Options	Number of Shares (in thousands)	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Outstanding at January 1, 2025	27,088	$ 38.98	5.8	$ 400,207
Granted 01/01/25 - 03/31/25	1,299	$ 55.09		
Exercised	(1,754)	$ 27.42		
Cancelled or forfeited	(92)	$ 50.99		
Outstanding at March 31, 2025	26,541	$ 40.49	6.0	$ 485,790
Vested and expected to vest in the future at March 31, 2025	25,610	$ 40.05	5.9	$ 479,783
Exercisable at March 31, 2025	15,128	$ 32.33	4.2	$ 397,032

The weighted-average grant-date fair value of options granted during the three-months ended March 31, 2025 and 2024 was $19.83 per share and $22.69 per share, respectively.

The total intrinsic value of options exercised during the three-months ended March 31, 2025 and 2024 was $48.1 million and $47.6 million, respectively.

Cash received from option exercises under all plans for the three-months ended March 31, 2025 and 2024 was $48.1 million and $38.4 million, respectively.

At March 31, 2025, there was $162.1 million of total unrecognized compensation expense related to non-vested options granted to employees under the Company's stock-based compensation plans. That cost is expected to be recognized over a weighted-average period of 3.2 years.

Restricted Stock Units and Performance Share Units

The cost of stock-based compensation for restricted stock units and performance share units is measured based on the closing fair market value of the Company's common stock at the date of grant. In the event that the Company has the option and intent to settle a restricted stock unit or performance share unit in cash, the award is classified as a liability and revalued at each balance sheet date.

The following table summarizes the Company's activities with respect to non-vested restricted stock units and performance share units as follows:

	Number of Shares (in thousands)	Weighted-Average Grant-Date Fair Value
Non-vested at January 1, 2025	1,682	$ 46.16
Granted 01/01/25 - 03/31/25[1]	1,017	$ 55.08
Vested	(613)	$ 39.14
Forfeited/cancelled	(44)	$ 36.62
Non-vested at March 31, 2025	2,042	$ 52.92

[1] *The grant activity for performance share units is recorded based on the target performance level earning 100% of target performance share units. The actual number of performance share units earned could range from 0% to 200% of target depending on the achievement of pre-established performance goals.*

The weighted-average grant-date fair value of restricted stock units and/or performance share units granted during the three-months ended March 31, 2025 and 2024 was $55.08 and $60.27 per share, respectively.

As of March 31, 2025, 1.9 million of restricted stock units and performance share units are expected to vest over their respective terms.

At March 31, 2025, total unrecognized compensation expense relating to non-vested restricted stock units and performance share units was $81.0 million, which is expected to be recognized over a weighted-average period of 2.5 years.

Other Share-Based Awards

The Company has granted other share-based awards to certain employees that are payable in cash. These awards are classified as liabilities and are valued based on the fair value of the award at the grant date and are remeasured at each reporting date until settlement, with compensation expense being recognized in proportion to the completed requisite service period up until date of settlement. At March 31, 2025, other share-based awards outstanding included grants that vest over three years payable in the first quarters of 2026, 2027 and 2028.

At March 31, 2025, there was no unrecognized compensation expense related to nonvested other share-based awards granted to employees under the Company's stock-based compensation plans.

15. INCOME TAXES

The following is a roll-forward of the Company's total gross unrecognized tax benefits, not including interest and penalties, for the three-months ended March 31, 2025:

	Gross Unrecognized Tax Benefits
Balance at December 31, 2024	$ 2,626
Additions for tax positions related to the current year	—
Additions for tax positions related to the prior years	—
Decreases for tax positions related to the prior years	—
Balance at March 31, 2025	$ 2,626

The Company recognizes accrued interest and penalties related to unrecognized tax benefits in the provision for income taxes in the Company's condensed consolidated financial statements. As of March 31, 2025, the Company had approximately $0.7 million in accrued interest and penalties related to unrecognized tax benefits. If the Company were to prevail on all uncertain tax positions, the resultant impact on the Company's effective tax rate would not be significant. It is expected that any change in the amount of unrecognized tax benefits within the next 12 months will not be significant.

The Company is subject to U.S. federal income tax as well as to income tax in multiple state and foreign jurisdictions.

The Company is in various stages of examination with certain states and certain foreign jurisdictions. The Company's 2021 through 2024 U.S. federal income tax returns are subject to examination by the IRS. The Company's state income tax returns are subject to examination for the 2019 through 2024 tax years. The United Kingdom and Ireland income tax returns are subject to examination for the 2020 through 2024 tax years.

16. EARNINGS PER SHARE

A reconciliation of the weighted-average shares used in the basic and diluted earnings per common share computations is presented below (in thousands):

	Three-Months Ended March 31,	
	2025	2024
Weighted-average shares outstanding:		
Basic	973,622	1,041,081
Dilutive	7,660	10,201
Diluted	981,282	1,051,282

For the three-months ended March 31, 2025 and 2024, options and awards outstanding totaling 9.7 million shares and 5.0 million shares, respectively, were excluded from the calculations as their effect would have been antidilutive.

17. SEGMENT INFORMATION

The Company has four operating and reportable segments: (i) Monster Energy® Drinks segment, which is primarily comprised of the Company's Monster Energy® drinks, Reign Total Body Fuel® high performance energy drinks, Reign Storm® total wellness energy drinks and Bang Energy® drinks, (ii) Strategic Brands segment, which is primarily comprised of the various energy drink brands acquired from TCCC in 2015 as well as the Company's affordable energy brands, Predator® and Fury®, (iii) Alcohol Brands segment, which is comprised of various craft beers, FMBs and hard seltzers and (iv) Other segment, which is comprised of the AFF Third-Party Products.

The Company's Monster Energy® Drinks segment primarily generates net operating revenues by selling ready-to-drink packaged drinks primarily to bottlers/distributors. In some cases, the Company sells ready-to-drink packaged drinks directly to retail grocery and specialty chains, wholesalers, club stores, mass merchandisers, convenience and gas chains, drug stores, foodservice customers, value stores, e-commerce retailers and the military.

The Company's Strategic Brands segment primarily generates net operating revenues by selling "concentrates" and/or "beverage bases" to authorized bottling and canning operations. Such bottlers generally combine the concentrates and/or beverage bases with sweeteners, water and other ingredients to produce ready-to-drink packaged energy drinks. The ready-to-drink packaged energy drinks are then sold by such bottlers to other bottlers/distributors and to retail grocery and specialty chains, wholesalers, club stores, mass merchandisers, convenience and gas chains, foodservice customers, drug stores, value stores, e-commerce retailers and the military. To a lesser extent, the Strategic Brands segment generates net operating revenues by selling certain ready-to-drink packaged energy drinks to bottlers/distributors.

Generally, the Monster Energy® Drinks segment generates higher per case net operating revenues, but lower per case gross profit margin percentages than the Strategic Brands segment.

The Company's Alcohol Brands segment primarily generates operating revenues by selling kegged and ready-to-drink canned beers, FMBs and hard seltzers primarily to beer distributors in the United States.

Generally, the Alcohol Brands segment has lower gross profit margin percentages than the Monster Energy® Drinks segment.

Corporate and unallocated amounts that do not relate to a reportable segment have been allocated to "Corporate & Unallocated." No asset information, other than goodwill and other intangible assets, has been provided in the Company's reportable segments, as management does not measure or allocate such assets on a segment basis.

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Tabular Dollars in Thousands, Except Per Share Amounts) (Unaudited)

The Company's chief operating decision makers are the co-chief executive officers (the "Executive Committee"). The Executive Committee assesses segments' performance by using each segments' operating income and considers budget-to-actual variances on a periodic basis (at least quarterly) when making decisions about operational planning, including whether to invest resources into the segments or into other parts of the Company. Further, the Executive Committee uses segments' operating income when comparing the results of each segment with one another.

The tables below provide information about the Company's reportable segments, including the corporate and unallocated category.

Three-Months Ended March 31, 2025

	Monster Energy® Drinks	Strategic Brands	Alcohol Brands	Other	Corporate and Unallocated	Consolidated
Net sales[1]	$ 1,715,548	$ 98,332	$ 34,703	$ 5,975	$ —	$ 1,854,558
Cost of sales	745,696	30,687	25,436	4,777	—	
Gross profit	969,852	67,645	9,267	1,198	—	1,047,962
Distribution expense	73,445	1,111	2,998	—	—	
Selling and marketing expense	154,534	11,295	6,338	113	—	
Nonmanufacturing payroll expense	42,807	2,450	9,322	713	97,101	
Other segment items[2]	18,714	893	12,099	136	44,148	
Operating income (loss)[1]	680,352	51,896	(21,490)	236	(141,249)	569,745
Interest and other income, net						8,272
Income before provision for income taxes						$ 578,017
Depreciation and amortization	$ 16,625	$ 259	$ 5,094	$ 124	$ 2,746	$ 24,848

[1] *For the Monster Energy® Drinks segment, includes $9.9 million related to the recognition of deferred revenue.*

[2] *Other segment items for each reportable segment include:*
Monster Energy® Drinks - travel and entertainment expense, professional services expense, and certain overhead expenses
Strategic Brands - travel and entertainment expense, and certain overhead expenses
Alcohol Brands - depreciation and amortization expense, travel and entertainment expense, property and equipment impairment, and certain overhead expenses
Other - certain overhead expenses

MONSTER BEVERAGE CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Tabular Dollars in Thousands, Except Per Share Amounts) (Unaudited)

Three-Months Ended March 31, 2024

	Monster Energy® Drinks	Strategic Brands	Alcohol Brands	Other	Corporate and Unallocated	Consolidated
Net sales[1]	$ 1,729,051	$ 108,444	$ 56,070	$ 5,533	$ —	$ 1,899,098
Cost of sales	797,691	32,105	38,297	3,876	—	
Gross profit	931,360	76,339	17,773	1,657	—	1,027,129
Distribution expense	88,303	1,657	4,460	12	—	
Selling and marketing expense	159,494	9,522	5,384	48	—	
Nonmanufacturing payroll expense	38,982	2,365	8,302	520	98,584	
Other segment items[2]	16,459	776	5,644	76	44,550	
Operating income (loss)[1]	628,122	62,019	(6,017)	1,001	(143,134)	541,991
Interest and other income, net						35,754
Income before provision for income taxes						$ 577,745
Depreciation and amortization	$ 12,608	$ 229	$ 3,738	$ 40	$ 3,860	$ 20,475

[1] *For the Monster Energy® Drinks segment, includes $9.9 million related to the recognition of deferred revenue.*

[2] *Other segment items for each reportable segment include:*
Monster Energy® Drinks - travel and entertainment expense, and certain overhead expenses
Strategic Brands - travel and entertainment expense, and certain overhead expenses
Alcohol Brands - depreciation and amortization expense, travel and entertainment expense, and certain overhead expenses
Other - certain overhead expenses

Corporate and unallocated expenses for the three-months ended March 31, 2025 include $97.1 million of payroll costs, of which $19.9 million was attributable to stock-based compensation expenses (see Note 14 “Stock-Based Compensation”), as well as $19.1 million attributable to professional service expenses, including accounting and legal costs, and $25.0 million of other operating expenses.

Corporate and unallocated expenses for the three-months ended March 31, 2024 include $98.6 million of payroll costs, of which $22.0 million was attributable to stock-based compensation expenses (see Note 14 “Stock-Based Compensation”), as well as $20.0 million attributable to professional service expenses, including accounting and legal costs, and $24.5 million of other operating expenses.

Coca-Cola Europacific Partners accounted for approximately 14% of the Company’s net sales for both the three-months ended March 31, 2025 and 2024.

Coca-Cola Consolidated, Inc. accounted for approximately 10% of the Company’s net sales for both the three-months ended March 31, 2025 and 2024.

Reyes Holdings, LLC accounted for approximately 9% of the Company’s net sales for both the three-months ended March 31, 2025 and 2024.

Net sales to customers outside the United States amounted to $733.2 million and $744.1 million for the three-months ended March 31, 2025 and 2024, respectively. Such sales were approximately 40% and 39% of net sales for the three-months ended March 31, 2025 and 2024, respectively.

Goodwill and other intangible assets for the Company's reportable segments were as follows at:

	March 31, 2025	December 31, 2024
Goodwill and other intangible assets:		
Monster Energy® Drinks	$ 1,707,947	$ 1,703,256
Strategic Brands	981,889	982,035
Alcohol Brands	57,765	60,604
Other	—	—
	$ 2,747,601	$ 2,745,895

18. RELATED PARTY TRANSACTIONS

TCCC controls approximately 20.9% of the voting interests of the Company. The TCCC Subsidiaries, the TCCC Related Parties and certain TCCC independent bottlers, purchase and distribute the Company's products in domestic and certain international markets. The Company also pays TCCC a commission based on certain sales within the TCCC distribution network.

TCCC commissions, based on sales to the TCCC Subsidiaries and the TCCC Related Parties, were $25.8 million and $22.5 million for the three-months ended March 31, 2025 and 2024, respectively, and are included as a reduction to net sales.

TCCC commissions, based on sales to TCCC independent bottlers, were $9.4 million and $9.7 million for the three-months ended March 31, 2025 and 2024, respectively, and are included in operating expenses.

Net sales to the TCCC Subsidiaries for the three-months ended March 31, 2025 and 2024 were $58.1 million and $41.7 million, respectively.

The Company also purchases concentrates from TCCC which are then sold to certain of the Company's bottlers/distributors. Concentrate purchases from TCCC were $6.4 million and $8.0 million for the three-months ended March 31, 2025 and 2024, respectively.

Certain TCCC Subsidiaries also contract manufacture certain of the Company's energy drinks. Such contract manufacturing expenses were $11.7 million and $9.0 million for the three-months ended March 31, 2025 and 2024, respectively.

Accounts receivable, accounts payable, accrued promotional allowances and accrued liabilities related to the TCCC Subsidiaries were as follows at:

	March 31, 2025	December 31, 2024
Accounts receivable, net	$ 137,442	$ 112,686
Accounts payable	$ (34,303)	$ (29,095)
Accrued promotional allowances	$ (19,346)	$ (16,914)
Accrued liabilities	$ (32,532)	$ (22,595)

One director of the Company through certain trusts, and a family member of one director are the principal owners of a company that provides promotional materials to the Company. Expenses incurred with such company in connection with promotional materials purchased during the three-months ended March 31, 2025 and 2024 were $1.6 million and $1.9 million, respectively.

The Company occasionally charters a private aircraft that is indirectly owned by Mr. Rodney C. Sacks, Co-Chief Executive Officer and Chairman of the Board of Directors. On certain occasions, Mr. Sacks is accompanied by guests and other Company personnel when using such aircraft for business travel. During the three-months ended March 31, 2025 the Company incurred expenses of $0.04 million, in relation to the aircraft. During the three-months ended March 31, 2024, the Company incurred no expenses in relation to the aircraft.

In December 2018, the Company and a director of the Company entered into a 50-50 partnership that purchased land, and real property thereon, in Kona, Hawaii for the purpose of producing coffee products. In October 2023, the partnership made a special, one-time distribution to each of the partners, reflecting the amount of their initial capital contributions. This partnership meets the definition of a Variable Interest Entity ("VIE") for which the Company has determined that it is the primary beneficiary. Therefore, the Company consolidates the VIE in the accompanying consolidated financial statements. The aggregate carrying values of the VIE's assets and liabilities, after elimination of any intercompany transactions and balances, as well as the results of operations for all periods presented, are not material to the Company's condensed consolidated financial statements.

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

Our Business

When this report uses the words "the Company", "we", "us", and "our", these words refer to Monster Beverage Corporation and its subsidiaries, unless the context otherwise requires. Based in Corona, California, Monster Beverage Corporation is a holding company and conducts no operating business except through its consolidated subsidiaries. The Company's subsidiaries primarily develop and market energy drinks, and to a lesser extent, craft beers, hard seltzers and flavored malt beverages ("FMBs").

Pricing Actions

We implemented price increases in the fourth quarter of 2024 (for core brands and packages) in the United States and at various times in certain international markets during 2024 and 2025 (collectively, the "Pricing Actions"). The Pricing Actions positively impacted gross profit margins in 2025 as compared to 2024.

Overview

We develop, market, sell and distribute energy drink beverages and concentrates for energy drink beverages, primarily under the following brand names:

- Monster Energy®
- Monster Energy Ultra®
- Rehab Monster®
- Monster Energy® Nitro
- Java Monster®
- Punch Monster®
- Juice Monster®
- Reign Total Body Fuel®
- Reign Inferno® Thermogenic Fuel
- Reign Storm®
- Bang Energy®
- NOS®
- Full Throttle®
- Burn®
- Mother®
- Nalu®
- Ultra Energy®
- Play® and Power Play® (stylized)
- Relentless®
- BPM®
- BU®
- Samurai®
- Live+®
- Predator®
- Fury®

We also develop, market, sell and distribute craft beers, FMBs and hard seltzers under a number of brands, including Jai Alai® IPA, Florida Man® IPA, Dale's Pale Ale®, Wild Basin® Hard Seltzers, Dallas Blonde®, Deep Ellum™ IPA, Perrin Brewing Company® Black Ale, Hop Rising® Double IPA, Wasatch® Apricot Hefeweizen, The Beast™, Nasty Beast® Hard Tea and a host of other brands.

We also develop, market, sell and distribute still and sparkling waters under the Monster Tour Water® brand name.

We have four operating and reportable segments: (i) Monster Energy® Drinks segment ("Monster Energy® Drinks"), which is primarily comprised of our Monster Energy® drinks, Reign Total Body Fuel® high performance energy drinks, Reign Storm® total wellness energy drinks and Bang Energy® drinks, (ii) Strategic Brands segment ("Strategic Brands"), which is primarily comprised of the various energy drink brands acquired from The Coca-Cola Company ("TCCC") in 2015 as well as our affordable energy brands, Predator® and Fury®, (iii) Alcohol Brands segment ("Alcohol Brands"), which is comprised of various craft beers, FMBs and hard seltzers and (iv) Other segment ("Other"), which is comprised of certain products sold by American Fruits and Flavors LLC, a wholly-owned subsidiary of the Company, to independent third-party customers (the "AFF Third-Party Products").

During the three-months ended March 31, 2025, we continued to expand our existing drink portfolio by adding additional products to our portfolio in a number of countries and further developed our distribution markets. During the three-months ended March 31, 2025, we sold the following new products to our customers:

- Bang Energy® Any Means Orange
- Burn® Orange
- Burn® White Citrus
- Fury® Mango Mayhem®
- Nalu® Zero Sugar Original
- Reign Total Body Fuel® White Haze
- Relentless® Guava
- Ultra Energy® White Citrus
- Michi Lime Chelada
- Michi Tomato Michelada

In the normal course of business, we discontinue certain products and/or product lines. Those products or product lines discontinued in the three-months ended March 31, 2025, either individually or in aggregate, did not have a material adverse impact on our financial position, results of operations or liquidity.

Our net sales were $1.85 billion for the three-months ended March 31, 2025. Net changes in foreign currency exchange rates had an unfavorable impact on net sales of approximately $57.3 million for the three-months ended March 31, 2025. Net sales on a foreign currency adjusted basis increased 0.7% for the three-months ended March 31, 2025.

Net sales for the 2025 first quarter were negatively impacted by bottler/distributor ordering patterns in the United States and EMEA, adverse changes in foreign currency exchange rates, decreased sales in the Alcohol Brands segment, adverse weather, one less selling day in the 2025 first quarter, as well as uncertain economic conditions.

The vast majority of our net sales are derived from our Monster Energy® Drinks segment. Net sales of our Monster Energy® Drinks segment were $1.72 billion for the three-months ended March 31, 2025. Net sales of our Strategic Brands segment were $98.3 million for the three-months ended March 31, 2025. Net sales of our Alcohol Brands segment were $34.7 million for the three-months ended March 31, 2025. Net sales of our Other segment were $6.0 million for the three-months ended March 31, 2025.

Our Monster Energy® Drinks segment represented 92.5% and 91.0% of our net sales for the three-months ended March 31, 2025 and 2024, respectively. Our Strategic Brands segment represented 5.3% and 5.7% of our net sales for the three-months ended March 31, 2025 and 2024, respectively. Our Alcohol Brands segment represented 1.9% and 3.0% of our net sales for the three-months ended March 31, 2025 and 2024, respectively. Our Other segment represented 0.3% of our net sales for both the three-months ended March 31, 2025 and 2024.

Our growth strategy includes further developing our domestic markets, expanding our international business and growing our business into new sectors, such as the alcohol beverage sector. Net sales to customers outside the United States were $733.2 million for the three-months ended March 31, 2025, a decrease of approximately $10.9 million, or 1.5% lower than net sales to customers outside of the United States of $744.1 million for the three-months ended March 31, 2024. Such sales were approximately 40% and 39% of net sales for the three-months ended March 31, 2025 and 2024, respectively. Net changes in foreign currency exchange rates had an unfavorable impact on net sales to customers outside of the United States of approximately $57.3 million for the three-months ended March 31, 2025. Net sales to customers outside the United States, on a foreign currency adjusted basis, increased 6.2% for the three-months ended March 31, 2025.

Our non-alcohol customers are primarily full service beverage bottlers/distributors, retail grocery and specialty chains, wholesalers, club stores, mass merchandisers, convenience and gas chains, drug stores, foodservice customers, value stores, e-commerce retailers and the military. Our alcohol customers are primarily beer distributors who in turn sell to retailers within the alcohol distribution system. Percentages of our gross billings to our various customer types for the three-months ended March 31, 2025 and 2024 are reflected below. Such information includes sales made by us directly to the customer types concerned, which include our full service beverage bottlers/distributors in the United States. Such full service beverage bottlers/distributors in turn sell certain of our products to some of the same customer types listed below. We limit our description of our customer types to include only our sales to our full service bottlers/distributors without reference to such bottlers/distributors' sales to their own customers.

	Three-Months Ended March 31,	
	2025	2024
U.S. full service bottlers/distributors	45 %	46 %
International full service bottlers/distributors	41 %	41 %
Club stores and e-commerce retailers	9 %	8 %
Retail grocery, direct convenience, specialty chains and wholesalers	2 %	2 %
Alcohol, value stores and other	3 %	3 %

Our non-alcohol customers include Coca-Cola Canada Bottling Limited, Coca-Cola Consolidated, Inc., Coca-Cola Bottling Company United, Inc., Reyes Holdings, LLC, Coca-Cola Southwest Beverages LLC, The Coca-Cola Bottling Company of Northern New England, Inc., Swire Pacific Holdings, Inc. (USA), Liberty Coca-Cola Beverages, LLC, Coca-Cola Europacific Partners, Coca-Cola Hellenic, Coca-Cola FEMSA, Swire Coca-Cola (China), COFCO Coca-Cola, Coca-Cola Beverages Africa, Coca-Cola İçecek and certain other TCCC network bottlers, Asahi Soft Drinks, Co., Ltd., Wal-Mart, Inc. (including Sam's Club), Costco Wholesale Corporation and Amazon.com, Inc.

Our alcohol customers include Reyes Beverage Group, Ben E. Keith Company, J.J. Taylor Distributing and Admiral Beverage Corporation.

A decision by any large customer to decrease amounts purchased from us or to cease carrying our products could have a material adverse effect on our financial condition and consolidated results of operations.

Coca-Cola Europacific Partners accounted for approximately 14% of our net sales for both the three-months ended March 31, 2025 and 2024.

Coca-Cola Consolidated, Inc. accounted for approximately 10% of our net sales for both the three-months ended March 31, 2025 and 2024.

Reyes Holdings, LLC accounted for approximately 9% of our net sales for both the three-months ended March 31, 2025 and 2024.

Results of Operations

The following table sets forth key statistics for the three-months ended March 31, 2025 and 2024.

(In thousands, except per share amounts)	Three-Months Ended March 31, 2025	Three-Months Ended March 31, 2024	Percentage Change 25 vs. 24
Net sales[1]	$ 1,854,558	$ 1,899,098	(2.3)%
Cost of sales	806,596	871,969	(7.5)%
Gross profit*[1]	1,047,962	1,027,129	2.0 %
Gross profit as a percentage of net sales	56.5 %	54.1 %	
Operating expenses	478,217	485,138	(1.4)%
Operating expenses as a percentage of net sales	25.8 %	25.5 %	
Operating income[1]	569,745	541,991	5.1 %
Operating income as a percentage of net sales	30.7 %	28.5 %	
Interest and other income, net	8,272	35,754	(76.9)%
Income before provision for income taxes[1]	578,017	577,745	0.0 %
Provision for income taxes	135,024	135,696	(0.5)%
Income taxes as a percentage of income before taxes	23.4 %	23.5 %	
Net income	$ 442,993	$ 442,049	0.2 %
Net income as a percentage of net sales	23.9 %	23.3 %	
Net income per common share:			
Basic	$ 0.45	$ 0.42	7.2 %
Diluted	$ 0.45	$ 0.42	7.4 %
Energy drink case sales (in thousands) (in 192-ounce case equivalents)	213,100	211,430	0.8 %

[1]Includes $9.9 million for both the three-months ended March 31, 2025 and 2024, related to the recognition of deferred revenue.

**Gross profit may not be comparable to that of other entities since some entities include all costs associated with their distribution process in cost of sales, whereas others exclude certain costs and instead include such costs within another line item such as operating expenses. We include out-bound freight and warehouse costs in operating expenses rather than in cost of sales.*

Three-Months Ended March 31, 2025 Compared to the Three-Months Ended March 31, 2024.

Net Sales

Net sales were $1.85 billion for the three-months ended March 31, 2025, a decrease of approximately $44.5 million, or 2.3% lower than net sales of $1.90 billion for the three-months ended March 31, 2024. Net changes in foreign currency exchange rates had an unfavorable impact on net sales of approximately $57.3 million for the three-months ended March 31, 2025. Net sales on a foreign currency adjusted basis increased 0.7% for the three-months ended March 31, 2025.

Net sales were $689.9 million for the three-months ended March 31, 2025, a decrease of $3.1 million, or 0.4% lower than net sales of $693.0 million for the three-months ended March 31, 2024, in EMEA, Asia Pacific (including Oceania), Latin America and the Caribbean. Net changes in foreign currency exchange rates had an unfavorable impact on net sales to customers in EMEA, Asia Pacific (including Oceania), Latin America and the Caribbean of approximately $54.6 million for the three-months ended March 31, 2025. Net sales on a foreign currency adjusted basis in EMEA, Asia Pacific (including Oceania), Latin America and the Caribbean increased 7.4% for the three-months ended March 31, 2025.

Net sales for the Monster Energy® Drinks segment were $1.72 billion for the three-months ended March 31, 2025, a decrease of approximately $13.5 million, or 0.8% lower than net sales of $1.73 billion for the three-months ended March 31, 2024. Net changes in foreign currency exchange rates had an unfavorable impact on net sales for the Monster Energy® Drinks segment of approximately $50.8 million for the three-months ended March 31, 2025. Net sales for the Monster Energy® Drinks segment on a foreign currency adjusted basis increased 2.2% for the three-months ended March 31, 2025.

Net sales for the Strategic Brands segment were $98.3 million for the three-months ended March 31, 2025, a decrease of approximately $10.1 million, or 9.3% lower than net sales of $108.4 million for the three-months ended March 31, 2024. Net sales for the Strategic Brands segment decreased primarily due to decreased sales by volume of our Fury® and NOS® brand energy drinks. Net changes in foreign currency exchange rates had an unfavorable impact on net sales of approximately $6.6 million for the Strategic Brands segment for the three-months ended March 31, 2025. Net sales for the Strategic Brands segment on a foreign currency adjusted basis decreased 3.3% for the three-months ended March 31, 2025. Net sales of concentrates within the Strategic Brands segment tend to have more pronounced fluctuations from period to period as compared to net sales of our finished goods within the Monster Energy® Drinks segment primarily as a result of bottler production schedules.

Net sales for the Alcohol Brands segment were $34.7 million for the three-months ended March 31, 2025, a decrease of approximately $21.4 million, or 38.1% lower than net sales of $56.1 million for the three-months ended March 31, 2024. The decrease in net sales for the three-months ended March 31, 2025 was primarily due to decreased sales by volume of Nasty Beast® Hard Tea, which was launched during the three-months ended March 31, 2024, as well as decreased sales by volume of The Beast™.

Net sales for the Other segment were $6.0 million for the three-months ended March 31, 2025, an increase of approximately $0.5 million, or 8.0% higher than net sales of $5.5 million for the three-months ended March 31, 2024.

Case sales for our energy drink products, in 192-ounce case equivalents, were 213.1 million cases for the three-months ended March 31, 2025, an increase of approximately 1.7 million cases or 0.8% higher than case sales of 211.4 million cases for the three-months ended March 31, 2024. The overall average net sales per case for our energy drink products (excluding net sales of Alcohol Brands and Other segments) decreased to $8.51 for the three-months ended March 31, 2025, which was 2.1% lower than the average net sales per case of $8.69 for the three-months ended March 31, 2024. The decrease in overall average net sales per case for our energy drink products for the three-months ended March 31, 2025 compared to the three-months ended March 31, 2024 was primarily due to adverse changes in foreign currency exchange rates as well as geographical/product sales mix.

Case sales for our craft beers, FMBs and hard seltzers, in 192-ounce equivalents, were 2.4 million cases for the three-months ended March 31, 2025, a decrease of approximately 1.7 million cases or 41.4% lower than case sales of 4.1 million cases for the three-months ended March 31, 2024. Barrel sales for our craft beers, FMBs and hard seltzers, in 31 U.S. gallon equivalents, were 0.12 million barrels for the three-months ended March 31, 2025, a decrease of approximately 0.08 million barrels or 41.4% lower than barrel sales of 0.20 million barrels for the three-months ended March 31, 2024.

Gross Profit

Gross profit was $1.05 billion for the three-months ended March 31, 2025, an increase of approximately $20.8 million, or 2.0% higher than the gross profit of $1.03 billion for the three-months ended March 31, 2024. The increase in gross profit dollars was primarily the result of the $65.4 million decrease in cost of sales, partially offset by the decrease in net sales for the three-months ended March 31, 2025.

Gross profit as a percentage of net sales increased to 56.5% for the three-months ended March 31, 2025 from 54.1% for the three-months ended March 31, 2024. The increase in gross profit as a percentage of net sales for the three-months ended March 31, 2025 was primarily the result of the Pricing Actions as well as supply chain optimization.

Operating Expenses

Total operating expenses were $478.2 million for the three-months ended March 31, 2025, a decrease of approximately $6.9 million, or 1.4% lower than total operating expenses of $485.1 million for the three-months ended March 31, 2024.

The decrease in operating expenses was primarily due to decreased distribution expenses of $16.9 million partially offset by an increase in general administrative expenses of $8.5 million. Operating expenses as a percentage of net sales for the three-months ended March 31, 2025 were 25.8% as compared to 25.5% for the three-months ended March 31, 2024.

Operating Income

Operating income was $569.7 million for the three-months ended March 31, 2025, an increase of approximately $27.8 million, or 5.1% higher than operating income of $542.0 million for the three-months ended March 31, 2024. Operating income as a percentage of net sales increased to 30.7% for the three-months ended March 31, 2025 from 28.5% for the three-months ended March 31, 2024.

Operating income was $142.6 million and $138.0 million for the three-months ended March 31, 2025 and 2024, respectively, for our operations in EMEA, Asia Pacific (including Oceania), Latin America and the Caribbean.

Operating income for the Monster Energy® Drinks segment, exclusive of corporate and unallocated expenses, was $680.4 million for the three-months ended March 31, 2025, an increase of approximately $52.2 million, or 8.3% higher than operating income of $628.1 million for the three-months ended March 31, 2024. The increase in operating income for the Monster Energy® Drinks segment was primarily the result of an increase in gross profit.

Operating income for the Strategic Brands segment, exclusive of corporate and unallocated expenses, was $51.9 million for the three-months ended March 31, 2025, a decrease of approximately $10.1 million, or 16.3% lower than operating income of $62.0 million for the three-months ended March 31, 2024. The decrease in operating income for the Strategic Brands segment was primarily the result of a decrease in net sales.

Operating loss for the Alcohol Brands segment, exclusive of corporate and unallocated expenses, was $21.5 million for the three-months ended March 31, 2025, an increase of approximately $15.5 million, or 257.2% higher than the operating loss of $6.0 million for the three-months ended March 31, 2024. The increase in operating loss for the three-months ended March 31, 2025 was primarily due to a decrease in net sales.

Operating income for the Other segment, exclusive of corporate and unallocated expenses, was $0.2 million for the three-months ended March 31, 2025, as compared to operating income of $1.0 million for the three-months ended March 31, 2024.

Interest and Other Income, net

Interest and other income, net, was $8.3 million for the three-months ended March 31, 2025, as compared to interest and other income, net, of $35.8 million for the three-months ended March 31, 2024. Interest income was $16.8 million and $41.2 million for the three-months ended March 31, 2025 and 2024, respectively. Interest expense was $4.0 million and $0.1 million for the three-months ended March 31, 2025 and 2024, respectively. Foreign currency transaction losses were $3.7 million and $6.0 million for the three-months ended March 31, 2025 and 2024, respectively.

Provision for Income Taxes

Provision for income taxes was $135.0 million for the three-months ended March 31, 2025, a decrease of $0.7 million, or 0.5% lower than the provision for income taxes of $135.7 million for the three-months ended March 31, 2024. The effective combined federal, state and foreign tax rate decreased to 23.4% from 23.5% for the three-months ended March 31, 2025 and 2024, respectively.

Net Income

Net income was $443.0 million for the three-months ended March 31, 2025, an increase of $0.9 million, or 0.2% higher than net income of $442.0 million for the three-months ended March 31, 2024.

Key Business Metrics

We use certain key metrics and financial measures not prepared in accordance with United States Generally Accepted Accounting Principles (“GAAP”) to evaluate and manage our business. For a further discussion of how we use key metrics and certain non-GAAP financial measures, see “Non-GAAP Financial Measures and Other Key Metrics.”

Non-GAAP Financial Measures and Other Key Metrics

Gross Billings**

Gross billings were $2.16 billion for the three-months ended March 31, 2025, a decrease of approximately $26.7 million, or 1.2% lower than gross billings of $2.19 billion for the three-months ended March 31, 2024. Net changes in foreign currency exchange rates had an unfavorable impact on gross billings of approximately $63.3 million for the three-months ended March 31, 2025. Gross billings on a foreign currency adjusted basis increased 1.7% for the three-months ended March 31, 2025.

Gross billings for the Monster Energy® Drinks segment were $2.01 billion for the three-months ended March 31, 2025, an increase of approximately $2.4 million, or 0.1% higher than gross billings of $2.00 billion for the three-months ended March 31, 2024. Net changes in foreign currency exchange rates had an unfavorable impact on gross billings for the Monster Energy® Drinks segment of approximately $56.8 million for the three-months ended March 31, 2025. Gross billings for the Monster Energy® Drinks segment on a foreign currency adjusted basis increased 3.0% for the three-months ended March 31, 2025.

Gross billings for the Strategic Brands segment were $113.8 million for the three-months ended March 31, 2025, a decrease of $8.8 million, or 7.2% lower than gross billings of $122.6 million for the three-months ended March 31, 2024. Gross billings for the Strategic Brands segment decreased primarily due to decreased sales by volume of our Fury® and NOS® brand energy drinks. Net changes in foreign currency exchange rates had an unfavorable impact on gross billings in the Strategic Brands segment of approximately $6.5 million for the three-months ended March 31, 2025. Gross billings for the Strategic Brands segment on a foreign currency adjusted basis decreased 1.9% for the three-months ended March 31, 2025.

Gross billings for the Alcohol Brands segment were $36.2 million for the three-months ended March 31, 2025, a decrease of approximately $20.8 million, or 36.5% lower than gross billings of $57.0 million for the three-months ended March 31, 2024. The decrease in gross billings for the three-months ended March 31, 2025 was primarily due to decreased sales by volume of Nasty Beast® Hard Tea, which was launched during the three-months ended March 31, 2024, as well as decreased sales by volume of The Beast™.

Gross billings for the Other segment were $6.1 million for the three-months ended March 31, 2025, an increase of $0.5 million, or 9.2% higher than gross billings of $5.6 million for the three-months ended March 31, 2024.

Promotional allowances, commissions and other expenses, as described in the footnote below, were $317.5 million for the three-months ended March 31, 2025, an increase of $17.8 million, or 5.9% higher than promotional allowances, commissions and other expenses of $299.7 million for the three-months ended March 31, 2024. Promotional allowances, commissions and other expenses as a percentage of gross billings increased to 14.7% from 13.7% for the three-months ended March 31, 2025 and 2024, respectively.

***Gross billings represent amounts invoiced to customers net of cash discounts, returns and excise taxes. Gross billings are used internally by management as an indicator of and to monitor operating performance, including sales performance of particular products, salesperson performance, product growth or declines and is useful to investors in evaluating overall Company performance. The use of gross billings allows evaluation of sales performance before the effect of any promotional items, which can mask certain performance issues. We therefore believe that the presentation of gross billings provides a useful measure of our operating performance. The use of gross billings is not a measure that is recognized under GAAP and should not be considered as an alternative to net sales, which is determined in accordance with GAAP, and should not be used alone as an indicator of operating performance in place of net sales. Additionally, gross billings may not be comparable to similarly titled measures used by other companies, as gross billings has been defined by our internal reporting practices. In addition, gross billings may not be realized in the form of cash receipts as promotional payments and allowances may be deducted from payments received from certain customers.*

The following table reconciles the non-GAAP financial measure of gross billings with the most directly comparable GAAP financial measure of net sales:

(In thousands)	Three-Months Ended March 31,		Percentage Change
	2025	2024	25 vs. 24
Gross Billings	$ 2,162,190	$ 2,188,933	(1.2)%
Deferred Revenue	9,910	9,875	0.3 %
Less: Promotional allowances, commissions and other expenses***	317,542	299,710	5.9 %
Net Sales	$ 1,854,558	$ 1,899,098	(2.3)%

****Although the expenditures described in this line item are determined in accordance with GAAP and meet GAAP requirements, the presentation thereof does not conform to GAAP presentation requirements. Additionally, our definition of promotional and other allowances may not be comparable to similar items presented by other companies. Promotional and other allowances for our energy drink products primarily include consideration given to our non-alcohol bottlers/distributors or retail customers including, but not limited to the following: (i) discounts granted off list prices to support price promotions to end-consumers by retailers; (ii) reimbursements given to our bottlers/distributors for agreed portions of their promotional spend with retailers, including slotting, shelf space allowances and other fees for both new and existing products; (iii) our agreed share of fees given to bottlers/distributors and/or directly to retailers for advertising, in-store marketing and promotional activities; (iv) our agreed share of slotting, shelf space allowances and other fees given directly to retailers, club stores and/or wholesalers; (v) incentives given to our bottlers/distributors and/or retailers for achieving or exceeding certain predetermined sales goals; (vi) discounted or free products; (vii) contractual fees given to our bottlers/distributors related to sales made by us direct to certain customers that fall within the bottlers'/distributors' sales territories; and (viii) certain commissions paid based on sales to our bottlers/distributors. The presentation of promotional and other allowances facilitates an evaluation of their impact on the determination of net sales and the spending levels incurred or correlated with such sales. Promotional and other allowances for our energy drink products constitute a material portion of our marketing activities. Our promotional allowance programs for our energy drink products with our numerous bottlers/distributors and/or retailers are executed through separate agreements in the ordinary course of business. These agreements generally provide for one or more of the arrangements described above and are of varying durations, ranging from one week to one year. Promotional and other allowances for our Alcohol Brands segment primarily include price promotions where permitted.*

Sales

The table below discloses selected quarterly data regarding sales for the three-months ended March 31, 2025 and 2024, respectively. Data from any one or more quarters or periods is not necessarily indicative of annual results or continuing trends.

Sales of our energy drinks are expressed in unit case volume. A "unit case" means a unit of measurement equal to 192 U.S. fluid ounces of finished beverage (24 eight-ounce servings). Unit case volume means the number of unit cases (or unit case equivalents) of finished products or concentrates as if converted into finished products sold by us.

Our quarterly results of operations reflect seasonal trends that are primarily the result of increased demand in the warmer months of the year. Beverage sales tend to be lower during the first and fourth quarters of each calendar year. However, our experience with our energy drink products suggests they are less seasonal than the seasonality expected from traditional beverages. In addition, our continued growth internationally may further reduce the impact of seasonality on our business. Quarterly fluctuations may also be affected by other factors including the introduction of new products, the opening of new markets where temperature fluctuations are more pronounced, the addition of new bottlers/distributors, changes in the sales mix of our products and changes in advertising and promotional expenses.

(In thousands, except average net sales per case)	Three-Months Ended March 31, 2025	2024
Net sales	$ 1,854,558	$ 1,899,098
Less: Alcohol Brands segment sales	(34,703)	(56,070)
Less: Other segment sales	(5,975)	(5,533)
Adjusted net sales[1]	$ 1,813,880	$ 1,837,495
Case sales by segment:[1]		
Monster Energy® Drinks	170,590	166,639
Strategic Brands	42,510	44,791
Total case sales	213,100	211,430
Average net sales per case - Energy Drinks	$ 8.51	$ 8.69

[1]*Excludes Alcohol Brands segment and Other segment net sales.*

Net changes in foreign currency exchange rates had an unfavorable impact on the overall average net sales per case for the three-months ended March 31, 2025.

The following represents case sales for our craft beers, FMBs and hard seltzers, in 192-ounce equivalents:

(In thousands, except average net sales per case)	Three-Months Ended March 31, 2025	2024
Alcohol Brands segment net sales	$ 34,703	$ 56,070
Case sales	2,403	4,099
Average net sales per case - Alcohol Brands	$ 14.44	$ 13.68

See Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Results of Operations” for additional information related to net sales.

Liquidity and Capital Resources

Cash and cash equivalents. At March 31, 2025, we had $1.90 billion in cash and cash equivalents. Of our $1.90 billion of cash and cash equivalents held at March 31, 2025, $1.25 billion was held by our foreign subsidiaries.

Long-term debt. In May 2024, the Company entered into a credit agreement with JPMorgan Chase Bank, N.A., as administrative agent, and certain other lenders, which provides for senior unsecured credit facilities in an aggregate principal amount of $1.50 billion (collectively, the “Credit Facilities”). The Credit Facilities consist of a $750.0 million term loan (the “Term Loan”) and up to $750.0 million in multicurrency revolving loan commitments (the “Revolving Credit Facility”). The Term Loan matures May 2027 and the Revolving Credit Facility matures May 2029. Borrowings under the Credit Facilities may be repaid at any time during the term of the Credit Facilities and, in the case of the Revolving Credit Facility, may be reborrowed prior to the maturity date. As of March 31, 2025, the Revolving Credit Facility had remaining availability of $750.0 million. In April 2025, the Company repaid the remaining outstanding balance of $200.0 million on the Term Loan.

We believe that cash available from operations, including our cash resources and access to credit, will be sufficient for our working capital needs, including purchase commitments for raw materials and inventory, increases in accounts receivable, payments of tax liabilities, expansion and development requirements, purchases of capital assets, purchases of equipment, purchases of real property and purchases of shares of our common stock, through at least the next 12 months. Based on our current plans, we estimate that capital expenditures (exclusive of common stock repurchases) are likely to be less than $500.0 million through March 31, 2026. However, future business opportunities may cause a change in this estimate.

Purchases of inventories, increases in accounts receivable and other assets, acquisition of property and equipment (including real property, personal property, plant and manufacturing equipment, and coolers), leasehold improvements, advances for or the purchase of equipment for our bottlers, acquisition and maintenance of trademarks, payments of accounts payable, income taxes payable and purchases of our common stock are expected to remain our principal recurring use of cash.

The following summarizes our cash flows for the three-months ended March 31, 2025 and 2024 (in thousands):

Net cash provided by (used in):	2025	2024
Operating activities	$ 507,600	$ 412,142
Investing activities	$ (30,855)	$ (35,322)
Financing activities	$ (145,585)	$ (84,749)

Cash flows provided by operating activities. Cash provided by operating activities was $507.6 million for the three-months ended March 31, 2025, as compared with cash provided by operating activities of $412.1 million for the three-months ended March 31, 2024.

For the three-months ended March 31, 2025, cash provided by operating activities was primarily attributable to net income earned of $443.0 million and adjustments for certain non-cash expenses, consisting primarily of $28.9 million of depreciation and amortization and non-cash lease expense and $20.7 million of stock-based compensation. For the three-months ended March 31, 2025, cash provided by operating activities also increased due to a $61.7 million increase in income taxes payable, a $33.7 million increase in accrued liabilities, a $30.8 million increase in accrued promotional allowances, a $19.6 million decrease in inventories, an $11.9 million decrease in prepaid income taxes, and an $11.8 million increase in accounts payable. For the three-months ended March 31, 2025, cash used in operating activities was primarily attributable to a $109.6 million increase in accounts receivable, a $37.3 million decrease in accrued compensation, a $4.3 million decrease in deferred revenue, and a $4.0 million increase in prepaid expenses and other assets.

For the three-months ended March 31, 2024, cash provided by operating activities was primarily attributable to net income earned of $442.0 million and adjustments for certain non-cash expenses, consisting primarily of $23.7 million of depreciation and amortization and non-cash lease expense and $22.5 million of stock-based compensation. For the three-months ended March 31, 2024, cash provided by operating activities also increased due to a $60.5 million increase in income taxes payable, a $52.8 million increase in accrued promotional allowances, a $28.3 million increase in accrued liabilities, a $22.7 million decrease in inventories and an $11.8 million decrease in prepaid income taxes. For the three-months ended March 31, 2024, cash used in operating activities was primarily attributable to a $195.1 million increase in accounts receivable, a $35.7 million decrease in accrued compensation, a $9.5 million increase in prepaid expenses and other assets, a $9.1 million decrease in accounts payable and a $3.0 million decrease in deferred revenue.

Cash flows used in investing activities. Cash used in investing activities was $30.9 million for the three-months ended March 31, 2025, as compared to cash used in investing activities of $35.3 million for the three-months ended March 31, 2024.

For the three-months ended March 31, 2024, cash provided by investing activities was primarily attributable to sales of available-for-sale investments. For the three-months ended March 31, 2024, cash used in investing activities was primarily attributable to purchases of available-for-sale investments. To a lesser extent, for both the three-months ended March 31, 2025 and 2024, cash used in investing activities also included the acquisitions of fixed assets consisting of vans and promotional vehicles, coolers and other equipment to support our marketing and promotional activities, production equipment, furniture and fixtures, office and computer equipment, computer software, equipment used for sales and administrative activities, certain leasehold improvements, as well as construction of and/or improvements to real property. We expect to use a portion of our cash in excess of our requirements for operations for purchasing short-term and long-term investments, leasehold improvements, the acquisition of capital equipment (specifically, vans, trucks and promotional vehicles, coolers, other promotional equipment, merchandise displays, warehousing racks as well as items of production equipment required to produce certain of our existing and/or new products) to develop our brand in international markets and for other corporate purposes. From time to time, we may also use cash to purchase additional real property related to our beverage business and/or acquire compatible businesses.

Cash flows used in financing activities. Cash used in financing activities was $145.6 million for the three-months ended March 31, 2025, as compared to cash used in financing activities of $84.7 million for the three-months ended March 31, 2024. The cash used in financing activities for the three-months ended March 31, 2025 was primarily due to repayments on the Credit Facilities. The cash used in financing activities for the three-months ended March 31, 2024 was primarily the result of repurchases of our common stock. The cash provided by financing activities for both the three-months ended March 31, 2025 and 2024 was primarily attributable to the issuance of our common stock under our stock-based compensation plans.

The following represents a summary of the Company's contractual commitments and related scheduled maturities as of March 31, 2025:

	Payments due by period (in thousands)				
Obligations	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Contractual Obligations[1]	$ 506,407	$ 279,971	$ 147,081	$ 76,053	$ 3,302
Finance Leases	8,279	8,242	23	14	—
Operating Leases	60,875	14,255	21,440	14,873	10,307
Credit Facilities	200,000	—	—	200,000	—
Purchase Commitments[2]	316,502	316,076	426	—	—
	$ 1,092,063	$ 618,544	$ 168,970	$ 290,940	$ 13,609

[1]*Contractual obligations include our obligations related to sponsorships and other commitments.*

[2]*Purchase commitments include obligations made by us and our subsidiaries to various suppliers for raw materials used in the production of our products. These obligations vary in terms but are generally satisfied within one year.*

In addition, approximately $2.6 million of unrecognized tax benefits have been recorded as liabilities as of March 31, 2025. It is expected that the amount of unrecognized tax benefits will not significantly change within the next 12 months. As of March 31, 2025, we had $0.7 million of accrued interest and penalties related to unrecognized tax benefits.

Critical Accounting Policies and Estimates

Our consolidated financial statements are prepared in accordance with GAAP. GAAP requires us to make estimates and assumptions that affect the reported amounts in our consolidated financial statements. Critical accounting estimates are those that management believes are the most important to the portrayal of our financial condition and results and require the most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain and that have had, or are reasonably likely to have, a material impact on our financial condition or results of operations. Judgments and uncertainties may result in materially different amounts being reported under different conditions or using different assumptions. There have been no material changes to our critical accounting policies or estimates from the information provided in "Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Part II, Item 8 – Financial Statements and Supplementary Data – Note 1 – Organization and Summary of Significant Accounting Policies", included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024 ("Form 10-K").

Recent Accounting Pronouncements

The information required by this Item is incorporated herein by reference to the Notes to Condensed Consolidated Financial Statements - Note 1. Recent Accounting Pronouncements, in Part I, Item 1, of this Quarterly Report on Form 10-Q.

Inflation

We believe inflation did not have a significant impact on our results of operations for the three-months ended March 31, 2025.

Forward-Looking Statements

Certain statements made in this report may constitute forward-looking statements (within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended) (the "Exchange Act") regarding the expectations of management with respect to revenues, profitability, adequacy of funds from operations and the Credit Facilities, among other things. All statements containing a projection of revenues, income (loss), earnings (loss) per share, capital expenditures, dividends, capital structure or other financial items, a statement of management's plans and objectives for future operations, or a statement of future economic performance contained in management's discussion and analysis of financial condition and results of operations, including statements related to new products, volume growth and statements encompassing general optimism about future operating results and non-historical information, are forward-looking statements within the meaning of the Exchange Act. Without limiting the foregoing, the words "believes," "thinks," "anticipates," "plans," "expects," "estimates" and similar expressions are intended to identify forward-looking statements.

Management cautions that these statements are qualified by their terms and/or important factors, many of which are outside our control and involve a number of risks, uncertainties and other factors, that could cause actual results and events to differ materially from the statements made including, but not limited to, the following:

- Lack of anticipated demand for our products in domestic and/or international markets;
- Our ability to sustain the current level of sales of and/or achieve growth for our Monster Energy®, Reign Total Body Fuel®, Reign Storm®, Bang Energy® and NOS® brand energy drinks and/or our other products, including our Strategic Brands and Alcohol Brands;
- Decreased demand for our products resulting from changes in consumer preferences, including, but not limited to: changes in demand for different packages, sizes and configurations; changes due to perceived health concerns such as obesity, ingredients in our products or packaging, and alcohol abuse; changes due to product safety concerns; and/or changes due to decreased consumer discretionary spending power;
- The impact on our business of competitive products and pricing pressures and our ability to increase or maintain our market share as a result of actions by competitors, including unsubstantiated and/or misleading claims, false advertising claims and tortious interference, as well as competitors selling misbranded products;
- Our ability to rationalize brands acquired from Monster Brewing Company;
- Our ability to achieve profitability within our Alcohol Brands segment;
- Our ability to absorb, mitigate or pass on cost increases to our bottlers/distributors and/or customers and/or consumers;
- The impact of rising costs, interest rates, and inflation on the discretionary income of our consumers;
- The impact of the imposition of tariffs (including, but not limited to, U.S. tariffs threatened against or imposed on several countries and any resulting retaliatory tariffs) on, among other things, our supply chain, input costs, inflation or consumer demand for our products;
- The impact of the policies of the current U.S. presidential administration on our energy drinks as certain individuals have articulated concerns about sugar-sweetened beverages, and particular ingredients, such as food dyes, as well as the "generally recognized as safe" (GRAS) process for getting food ingredients to the market;
- The impact of legislation that has been proposed and/or adopted at the U.S. federal, state and/or municipal level and proposed and/or adopted in certain foreign jurisdictions to limit or restrict the sale of energy drinks (including the prohibition of the sale of energy drinks to certain demographics, at certain establishments, in certain container sizes or pursuant to certain governmental programs, such as the Supplemental Nutrition Assistance Program (SNAP));
- The impact of military conflicts, including supply chain disruptions, volatility in commodity and energy prices, increased economic uncertainty and escalating geopolitical tensions;
- Fluctuations in growth and/or growth rates (positive or negative) of the domestic and international energy drink categories generally, including in the convenience and gas channel (which is our largest channel) and the impact on demand for our products resulting from deteriorating economic conditions and/or financial uncertainties, including a slowdown in consumer spending generally or reduced demand for consumer goods;
- The impact of temporary or permanent facility closures, production slowdowns and disruptions in operations experienced by our manufacturing facilities, our suppliers, bottlers/distributors, co-packers, and/or breweries, including any material disruptions on the production and distribution of our products;

- Disruption to our and/or our co-packers' manufacturing facilities and operations due to severe weather, natural disasters, climate change, labor-related issues, production difficulties, capacity limitations, cybersecurity incidents or other causes, which could impair our ability to produce or deliver finished products, resulting in a negative impact on our operating results;
- Our ability to modify our manufacturing facilities to comply with safety, health, environmental, and other regulations;
- The consolidation of co-packers leading us to increasingly rely on fewer co-packing groups, certain of which account for a large percentage of our co-packing capacity for our Monster Energy® drinks;
- The impact of logistical issues and delays, including shortages of shipping containers and port of entry congestion;
- We have extensive commercial arrangements with TCCC and, as a result, our future performance is substantially dependent on the success of our relationship with TCCC;
- The consequence of TCCC's bottlers/distributors distributing Coca-Cola brand energy drinks, possible reductions in the number of our SKUs carried by such bottlers/distributors and/or such bottlers/distributors imposing limitations on distributing new product SKUs;
- The effect of TCCC being one of our significant stockholders and the potential divergence of TCCC's interests from those of our other stockholders;
- Our ability to maintain relationships with TCCC system bottlers/distributors and manage their ongoing commitment to focus on our non-alcohol products;
- Disruptions in distribution channels and/or declines in sales due to the termination and/or insolvency of existing and/or new domestic and/or international bottlers/distributors;
- Fluctuations in our inventory levels or those of our bottlers/distributors, planned or otherwise, and the resultant impact on our revenues;
- Unfavorable regulations, including taxation, age restrictions imposed on the sale, purchase, or consumption of our products, marketing restrictions, product registration requirements, tariffs, trade restrictions, container size limitations and/or ingredient restrictions;
- The effect of inquiries from, and/or actions by, state attorneys general, the Federal Trade Commission (the "FTC"), the Food and Drug Administration (the "FDA"), the Bureau of Alcohol, Tobacco, Firearms and Explosives (the "ATF"), municipalities, city attorneys, other government agencies, quasi-government agencies, government officials (including members of the U.S. Congress) and/or analogous central and local agencies and other authorities in the foreign countries in which our products are manufactured and/or distributed into the advertising, marketing, promotion, ingredients, sale and/or consumption of our products, including voluntary and/or required changes to our business practices;
- Our ability to comply with laws, regulations and evolving industry standards regarding consumer privacy and data use and security, including, but not limited to, with respect to the General Data Protection Regulation and the California Consumer Privacy Act of 2018;
- Our ability to achieve profitability and/or repatriate cash from certain of our operations outside the United States;
- Our ability to manage legal and regulatory requirements in foreign jurisdictions, potential difficulties in staffing and managing foreign operations and potentially higher incidence of fraud or corruption and credit risk of foreign customers and/or bottlers/distributors;
- Our ability to produce our products in international markets in which they are sold, thereby reducing freight costs and/or product damages;
- Our ability to effectively manage our inventories and/or our accounts receivables;
- Our foreign currency exchange rate risk with respect to our sales, expenses, profits, assets and liabilities denominated in currencies other than the U.S. dollar, which will continue to increase as foreign sales increase;
- Changes in accounting standards may affect our reported profitability;
- Implications of the Organization for Economic Cooperation and Development's base erosion and profit shifting project;
- Any proceedings that may be brought against us by the SEC, the FDA, the FTC, the ATF or other governmental or quasi-governmental agencies or bodies;
- The outcome and/or possibility of future shareholder derivative actions or shareholder securities litigation that may be filed against us and/or against certain of our officers and directors, and the possibility of other private shareholder litigation;

- The outcome of product liability or consumer fraud litigation and/or class action litigation (or its analog in foreign jurisdictions) regarding the safety of our products and/or the ingredients in our products and/or claims made in connection with our products and/or alleging false advertising, marketing and/or promotion, and the possibility of future product liability and/or class action lawsuits;
- Exposure to significant liabilities due to litigation, legal or regulatory proceedings, including litigation directed at the energy and alcohol beverage industries generally or at the Company in particular;
- Intellectual property injunctions;
- Unfavorable resolution of possible tax matters;
- Uncertainty and volatility in the domestic and global economies, including risk of counterparty default or failure;
- Our ability to address any significant deficiencies or material weakness in our internal controls over financial reporting;
- Our ability to continue to generate sufficient cash flows to support our expansion plans and general operating activities;
- The sufficiency of our existing capital resources and credit facilities;
- Our anticipated use of our existing cash resources and our ability to obtain additional financing in the future;
- Adverse publicity surrounding obesity, alcohol consumption, and other health concerns related to our products, product safety and quality, water usage, environmental impact and sustainability, human rights, our culture, workforce and labor and workplace laws;
- Our ability to meet or comply with sustainability-related expectations, standards, and regulations, including laws implemented by the California legislature and directives adopted by the European Commission;
- Changes in demand that are weather or season related and/or for other reasons, including changes in product category and/or package consumption;
- Changes in cost and availability of certain key ingredients including aluminum cans, as well as disruptions to the supply chain, as a result of climate change and poor or extreme weather conditions;
- The impact of unstable political conditions, civil unrest, large scale terrorist acts, the outbreak or escalation of armed hostilities, major natural disasters and extreme weather conditions (such as wildfires or hurricanes), widespread outbreaks of infectious diseases (such as the COVID-19 pandemic), or unforeseen economic and political changes and local or international catastrophic events;
- The impact on our business of trademark and trade dress infringement proceedings brought against us relating to any of our brands, which could result in an injunction barring us from selling certain of our products and/or require changes to be made to our current trade dress;
- Our ability to implement and/or maintain price increases, including through reductions in promotional allowances;
- An inability to achieve volume growth through product and packaging initiatives;
- Our ability to implement our growth strategy, including expanding our business in existing and new sectors, such as the alcohol beverage sector;
- The inherent operational risks presented by the alcohol beverage industry that may not be adequately covered by insurance or lead to litigation relating to alcohol marketing, advertising, or distribution practices, alcohol abuse problems and other health consequences arising from excessive consumption of or other misuse of alcohol, including death;
- Our inability to transition distribution agreements in our Alcohol Brands segment and/or the impact of higher costs to change distributors for our alcohol beverages;
- The impact of criticism of our products and/or the energy drink and/or alcohol beverage markets generally and/or legislation enacted (whether as a result of such criticism or otherwise) that restricts the marketing or sale of energy drinks and/or alcohol beverages (including prohibiting the sale of energy and/or alcohol drinks at certain establishments or pursuant to certain governmental programs), limits caffeine or alcohol content in beverages, requires certain product labeling disclosures and/or warnings, imposes excise and/or sales taxes, limits product sizes and/or imposes age restrictions for the sale of energy and/or alcohol drinks;

- Our ability to comply with and/or resulting lower consumer demand and/or lower profit margins for energy drinks and/or alcohol beverages due to proposed and/or future U.S. federal, state and local laws and regulations and/or proposed or existing laws and regulations in certain foreign jurisdictions and/or any changes therein, including changes in taxation requirements (including tax rate changes, new tax laws, new and/or increased excise, sales and/or other taxes on our products and revised tax law interpretations) and environmental laws, as well as the Federal Food, Drug, and Cosmetic Act and regulations or rules made thereunder or in connection therewith by the FDA. In addition, our business may be adversely impacted by changes in other food, drug or similar laws in the United States and internationally as well as laws and regulations or rules made or enforced by the ATF and/or the FTC or their foreign counterparts;
- Disruptions in the timely import or export of our products and/or ingredients including flavors, flavor ingredients and supplement ingredients due to port congestion, strikes and related labor issues or otherwise;
- Our ability to satisfy all criteria set forth in any model energy and/or alcohol drink guidelines, including, without limitation, those adopted by the American Beverage Association, of which we are a member, and/or any international beverage associations and the impact that our failure to satisfy such guidelines may have on our business;
- The effect of unfavorable or adverse public relations, press, articles, comments and/or media attention;
- Changes in the cost, quality and availability of containers, packaging materials, aluminum cans or kegs, the Midwest and other premiums, raw materials, including flavors and flavor ingredients, and other ingredients and juice concentrates, co-packing fees, and our ability to obtain and/or maintain favorable supply arrangements and relationships and procure timely and/or sufficient production of all or any of our products to meet customer demand;
- Any shortages that may be experienced in the procurement of containers and/or other raw materials including, without limitation, water, flavors, flavor ingredients, supplement ingredients, aluminum cans generally, to a limited extent PET containers, 24-ounce aluminum cap cans, 19.2-ounce cans and 550ml BRE aluminum cans with resealable ends;
- Our ability to access, secure and purify sufficient supplies of quality water;
- Limitations in procuring sufficient quantities of aluminum cans;
- In order to secure sufficient quantities of aluminum cans and sufficient co-packing availability in the future, we may be required to commit to minimum purchase volumes and/or minimum co-packing volumes. In the event that we over-estimate future demand for our products and therefore may not purchase such minimum quantities in full, or utilize such minimum co-packing volumes in full, we may incur claims and/or costs or losses in respect of such shortfalls;
- The impact on our cost of sales of corporate activity among the limited number of suppliers from whom we purchase certain raw materials;
- Our ability to pass on to our customers all or a portion of any increases in the costs of raw materials, ingredients, commodities and/or other cost inputs affecting our business;
- Our ability to penetrate new domestic and/or international markets and/or gain approval or mitigate the delay in securing approval for the sale of our products in various countries;
- The effectiveness of sales and/or marketing efforts by us and/or by the bottlers/distributors of our products, most of whom distribute products that may be regarded as competitive with our products;
- Unilateral decisions by bottlers/distributors, buying groups, convenience and gas chains, grocery chains, mass merchandisers, specialty chain stores, e-commerce retailers, e-commerce websites, club stores and other customers to discontinue carrying all or any of our products that they are carrying at any time, restrict the range of our products they carry, impose restrictions or limitations on the sale of our products and/or the sizes of containers of our products and/or devote less resources to the sale of our products;
- The impact of certain activities by competitors and others to persuade regulators and/or retailers and/or customers in certain countries to reduce the permitted or maximum container sizes for our products from those currently being sold and marketed by us;
- The impact of possible trading disputes between our bottler/distributors and their customers and/or one or more buying groups which may result in the delisting of certain of our products, temporarily or otherwise;
- The effects of retailer consolidation on our business and our ability to successfully adapt to the rapidly changing retail landscape, including, but not limited to, competition from new entrants, consolidations by competitors and retailers, and other competitive activities;
- Our ability to adapt to the changing retail landscape with the rapid growth in e-commerce retailers;
- The effects of bottler/distributor consolidation on our business;

- The costs and/or effectiveness, now or in the future, of our sponsorships and endorsements, marketing and promotional strategies;
- The success of our sports marketing, social media and other general marketing endeavors both domestically and internationally;
- Possible product recalls and/or reformulations of certain of our products and/or market withdrawals of certain of our products due to defective packaging and/or non-compliant formulas or production in one or more jurisdictions;
- The failure of our bottlers and/or co-packers to manufacture our products on a timely basis or at all;
- Our ability to make suitable arrangements and/or procure sufficient capacity for the co-packing of any of our products both domestically and internationally, the timely replacement of discontinued co-packing arrangements and/or limitations on co-packing availability, including for retort production;
- Our ability to make suitable arrangements for the timely procurement of non-defective raw materials;
- Our inability to protect and/or the loss of our intellectual property rights and/or our inability to use our trademarks, trade names or designs and/or trade dress in certain countries;
- Volatility of stock prices which may restrict stock sales, stock purchases or other opportunities as well as negatively impact the motivation of equity award grantees;
- Provisions in our organizational documents and/or control by insiders which may prevent changes in control even if such changes would be beneficial to other stockholders;
- Any disruption in and/or lack of effectiveness of our information technology systems, including a breach of cyber security, that disrupts our business or negatively impacts customer relationships, as well as cybersecurity incidents involving data shared with or by third parties; and
- Succession plans for and/or the recruitment and retention of senior management, other key employees and our employee base in general.

The foregoing list of important factors and other risks detailed from time to time in our reports filed with the SEC is not exhaustive. See “Part II, Item 1A – Risk Factors” for a more complete discussion of these risks and uncertainties and for other risks and uncertainties. Those factors and the other risk factors described therein are not necessarily all of the important factors that could cause actual results or developments to differ materially from those expressed in any of our forward-looking statements. Other unknown or unpredictable factors also could harm our results. Consequently, our actual results could be materially different from the results described or anticipated by our forward-looking statements due to the inherent uncertainty of estimates, forecasts and projections and may be better or worse than anticipated. Given these uncertainties, you should not rely on forward-looking statements. Forward-looking statements represent our estimates and assumptions only as of the date that they were made. We expressly disclaim any duty to provide updates to forward-looking statements, and the estimates and assumptions associated with them, after the date of this report, in order to reflect changes in circumstances or expectations or the occurrence of unanticipated events except to the extent required by applicable securities laws.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes in our market risks during the three-months ended March 31, 2025 compared with the disclosures in Part II, Item 7A of our Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures – Under the supervision and with the participation of the Company's management, including our Co-Chief Executive Officers and Chief Financial Officer, we have evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13(a)-15(e) and 15(d)-15(e) of the Exchange Act) as of the end of the period covered by this report. Based upon this evaluation, the Co-Chief Executive Officers and Chief Financial Officer have concluded that our disclosure controls and procedures are adequate and effective to ensure that information we are required to disclose in reports that we file or submit under the Exchange Act is (1) recorded, processed, summarized and reported within the time periods specified in rules and forms of the SEC and (2) accumulated and communicated to our management, including its principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosures.

Changes in Internal Control Over Financial Reporting – There were no changes in the Company's internal controls over financial reporting during the quarter ended March 31, 2025, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The information required by this Item is incorporated herein by reference to the Notes to Condensed Consolidated Financial Statements - Note 11. Commitments and Contingencies: Litigation in Part I, Item 1, of this Quarterly Report on Form 10-Q.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this Quarterly Report on Form 10-Q, including Management's Discussion and Analysis of Financial Condition and Results of Operations and the condensed consolidated financial statements and related notes, you should carefully consider the risks discussed in "Part I, Item 1A – Risk Factors" in our Form 10-K. If any of these risks occur or continue to occur, our business, reputation, financial condition and/or operating results could be materially adversely affected. We also note that the risk factors described in this report and our Form 10-K are not the only risks facing our Company, and such additional risks or uncertainties that we currently deem to be immaterial or are unknown to us could negatively impact our business, operations, or financial results.

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

On August 19, 2024, the Company's Board of Directors authorized a share repurchase program for the purchase of up to an additional $500.0 million of the Company's outstanding common stock (the "August 2024 Repurchase Plan"). During the three-months ended March 31, 2025, no shares were repurchased under the August 2024 Repurchase Plan. As of May 8, 2025, $500.0 million remained available for repurchase under the August 2024 Repurchase Plan.

The aggregate amount of the Company's outstanding common stock that remains available for repurchase under all previously authorized repurchase plans is $500.0 million as of May 8, 2025.

During the three-months ended March 31, 2025, 0.3 million shares of common stock were purchased from employees in lieu of cash payments for options exercised or withholding taxes due for a total amount of $16.6 million. While such purchases are considered common stock repurchases, they are not counted as purchases against the Company's authorized share repurchase programs. Such shares are included in common stock in treasury in the accompanying condensed consolidated balance sheet at March 31, 2025.

The following tabular summary reflects the Company's repurchase activity during the quarter ended March 31, 2025.

Period	Total Number of Shares Purchased	Average Price per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs[1]	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs (In thousands)
Jan 1 – Jan 31, 2025	—	$ —	—	$ 500,000
Feb 1 – Feb 28, 2025	—	$ —	—	$ 500,000
Mar 1 – Mar 31, 2025	—	$ —	—	$ 500,000

[1] On August 19, 2024, the Company publicly announced that its Board of Directors authorized the August 2024 Repurchase Plan. Board authorization of the repurchase plan remains in effect until shares in the amount authorized thereunder have been repurchased. See Item 2, "Unregistered Sales of Equity Securities and Use of Proceeds" above for more information.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

During the three-months ended March 31, 2025, none of the Company's directors or officers adopted, modified or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (each as defined in Item 408 of Regulation S-K under the Securities Exchange Act of 1934, as amended).

ITEM 6. EXHIBITS

3.1	Second Amended and Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to our Form 8-K dated June 27, 2023).
3.2	Fourth Amended and Restated By-laws of the Company (incorporated by reference to Exhibit 3.2 to our Form 8-K dated November 7, 2024).
10.1+	Rodney C. Sacks Transition Letter, dated March 10, 2025 (incorporated by reference to Exhibit 10.1 to our Form 8-K dated March 10, 2025).
10.2*+	Form of 2025 Stock Option Award Agreement for grants under the Monster Beverage Corporation 2020 Omnibus Incentive Plan.
10.3*+	Form of 2025 Restricted Stock Unit Award Agreement for grants under the Monster Beverage Corporation 2020 Omnibus Incentive Plan.
10.4*+	Form of 2025 Performance Share Unit Award Agreement for grants under the Monster Beverage Corporation 2020 Omnibus Incentive Plan.
31.1*	Certification of Co-Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Co-Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.3*	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes- Oxley Act of 2002
32.1*	Certification of Co-Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2*	Certification of Co-Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.3*	Certification by Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101*	The following financial information from Monster Beverage Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2025, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets as of March 31, 2025 and December 31, 2024, (ii) Condensed Consolidated Statements of Income for the three-months ended March 31, 2025 and 2024, (iii) Condensed Consolidated Statements of Comprehensive Income for the three-months ended March 31, 2025 and 2024, (iv) Condensed Consolidated Statements of Stockholders' Equity for the three-months ended March 31, 2025 and 2024, (v) Condensed Consolidated Statements of Cash Flows for the three-months ended March 31, 2025 and 2024, and (vi) the Notes to Condensed Consolidated Financial Statements.
104*	The cover page from Monster Beverage Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2025, formatted in iXBRL (Inline eXtensible Business Reporting Language) and contained in Exhibit 101.

* Filed herewith.
\+ Management contract or compensatory plans or arrangements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MONSTER BEVERAGE CORPORATION
Registrant

Date: May 8, 2025

/s/ RODNEY C. SACKS
Rodney C. Sacks
Chairman of the Board of Directors
and Co-Chief Executive Officer

Date: May 8, 2025

/s/ HILTON H. SCHLOSBERG
Hilton H. Schlosberg
Vice Chairman of the Board of Directors
and Co-Chief Executive Officer

EXHIBIT 10.2

OPTION AWARD AGREEMENT

This Option Award Agreement (this "***Agreement***") is made as of [__], 20[__] (the "***Grant Date***") by and between Monster Beverage Corporation, a Delaware corporation (the "***Company***"), and [_____] ("***Participant***").

Preliminary Recitals

A. Participant is an Employee of the Company or its Subsidiaries.

B. Pursuant to the Monster Beverage Corporation 2020 Omnibus Incentive Plan, as in effect and as amended from time to time (the "***Plan***"), the Company desires to grant Participant an Option to purchase Shares.

C. Capitalized terms not otherwise defined in this Agreement shall have the meaning given to them in the Plan.

NOW, THEREFORE, the Company and Participant agree as follows:

1. Grant of the Option Award. The Company hereby grants to Participant, subject to the terms and conditions set forth herein and in the Plan, an incentive stock option ("***ISO***") to purchase [_____] Shares, at the purchase price of $[_____] per Share, which price is equal to the Fair Market Value of the Shares on the Grant Date (the "***Option Award***"), such Option Award to be exercisable and exercised as hereinafter provided. If for any reason the Option Award or any portion of the Option Award shall not qualify as an ISO, then, to the extent of such nonqualification, the Option Award (or portion thereof) shall be regarded as a nonqualified stock option granted under the Plan, provided that such Option Award (or portion thereof) otherwise complies with the Plan's requirements relating to nonqualified stock options. In no event shall any member of the Committee or the Company or its Subsidiaries (or their respective employees, officers or directors) have any liability to Participant (or any other person) due to the failure of an Option Award (or any portion thereof) to qualify for any reason as an ISO.

2. Exercise Period.

(a) The unvested portion of the Option Award shall expire upon the termination of Participant's employment with, or services to, the Company or its Subsidiaries as an Employee or a Director (the "***Services***") without consideration therefor; provided, however, that if the Services terminate by reason of (i) Participant's Retirement (as defined below), the unvested portion of the Option Award shall not expire and instead shall continue to vest in accordance with Section 3(a) below on each applicable Vesting Date as if Participant continued providing the Services through such dates or (ii) Participant's death or Disability, as applicable, the unvested portion of the Option Award shall not expire and instead the Option Award shall become immediately vested and exercisable on the effective date of the termination of the Services due to Participant's death or Disability. The vested portion of the Option Award shall

remain exercisable for (i) five (5) years following the termination of the Services by reason of Participant's Retirement, (ii) one (1) year following the termination of the Services by reason of Participant's death or Disability or (iii) three (3) months following termination of the Services for any reason other than by reason of Participant's Retirement, death, Disability, or a termination of the Services by the Company for Cause (as defined below); provided that, in each of the foregoing cases, the Option Award shall not remain exercisable any later than the expiration date specified in Section 3(b) below. If the Services are terminated by the Company for Cause, then both the unvested and the vested portion of the Option Award shall automatically expire upon the termination of the Services by the Company for Cause without consideration therefor.

(b) For the purposes of this Agreement, "***Cause***" means (i) the Company or an Affiliate having "cause" to terminate the Services, as defined in any employment or consulting agreement or similar services agreement between Participant and the Company or an Affiliate in effect at the time of such termination, or (ii) in the absence of any such employment, consulting or similar services agreement (or the absence of any definition of "Cause" contained therein), as determined by the Committee, Participant's act(s) of fraud or dishonesty, knowing and material failure to comply with applicable laws or regulations or satisfactorily perform Participant's services with the Company or its Affiliates, insubordination and/or drug or alcohol abuse that impairs Participant's ability to perform the essential functions of Participant's position with the Company. Additionally, for purposes of this Agreement, "***Retirement***" means the Services terminate due to the voluntary resignation by Participant on or after the date Participant has (i) attained age sixty five (65), (ii) completed ten (10) or more years of continuous Services, (iii) provided at least six (6) months' written notice prior to the last day of the Services (unless determined otherwise by the Committee) and (iv) signed and delivered to the Company or one of its Subsidiaries a Confidential Information, Invention and Original Works Assignment Agreement (the "***Confidentiality Agreement***").

(c) For the avoidance of doubt, if a consultant becomes an employee or a Director or an employee becomes a consultant or a Director, without a break in service to the Company, the "Services" shall include both employment as an employee and service as a consultant or a Director and no termination of Service shall occur.

3. Vesting; Exercisability.

(a) Subject to the other terms of this Agreement regarding the exercisability of the Option Award, provided that Participant is providing the Services to the Company or its Subsidiaries on the relevant "***Vesting Date***" set forth below, the Option Award may be exercised in respect of the number of Shares listed in Column "A" on the corresponding Vesting Date listed in Column "B," as set forth below:

Column "A"	Column "B"
Number of Shares	Vesting Date
[___]% of the number of Shares subject to the Option Award	On the first anniversary of the Grant Date
[___]% of the number of Shares subject to the Option Award	On the second anniversary of the Grant Date
[___]% of the number of Shares subject to the Option Award	On the third anniversary of the Grant Date
[___]% of the number of Shares subject to the Option Award	On the fourth anniversary of the Grant Date

(b) Subject to the earlier expiration of the Option Award pursuant to Section 2(a), the Option Award granted pursuant to this Agreement shall expire on the tenth anniversary of the Grant Date.

4. Manner of Exercisability.

(a) The Option Award may be exercised, to the extent exercisable by the terms of this Agreement and the Plan, as applicable, from time to time in whole or in part at any time prior to the expiration thereof. Any exercise shall be accompanied by a written notice to the Company specifying the number of Shares to which this Option Award is being exercised (the "***Option Shares***"). Notwithstanding the foregoing, any exercise shall also be permitted to be accompanied by an electronic notice to the brokerage firm designated or approved by the Company which will state Participant's election to exercise the Option Award and the number of Option Shares. Notations of any partial exercise or installment exercise shall be made by the Company in its records.

(b) At the time of any exercise of all or a portion of the Option Award, the purchase price shall be paid in full to the Company in any of the following ways or in any combination of the following ways:

(i) By cash, check or other immediately available funds;

(ii) With property consisting of previously acquired Shares (provided that such Shares are not subject to any pledge or other security interest and are held for the applicable period as determined by the Company's auditors to avoid adverse accounting charges); and/or

(iii) By such other method as the Committee may permit in accordance with applicable law, in its sole discretion including by (A) a broker-assisted "cashless exercise" pursuant to which the Company is delivered a copy of irrevocable instructions to a broker to sell the Shares otherwise

deliverable upon the exercise of the Option Award and to deliver promptly to the Company an amount equal to the exercise price; or (B) by a "net exercise" method whereby the Company withholds from the delivery of the Option Shares for which the Option Award were exercised, that number of Shares having a Fair Market Value equal to the aggregate exercise price for the Shares for which the Option Award was exercised.

5. Purchase for Investment; Resale Restrictions. Unless at the time of exercise of the Option Award there shall be a valid and effective registration statement under the Securities Act and appropriate qualification and registration under applicable state securities laws relating to the Option Shares being acquired, Participant shall upon exercise of the Option Award, in whole or in part, give a representation that Participant is acquiring such Shares for Participant's own account for investment and not with a view to, or for sale in connection with, the resale or distribution of any such Shares. In the absence of such registration statement, Participant (i) shall execute a written affirmation, in a form reasonably satisfactory to the Company, of such investment intent, and (ii) will not sell or transfer any Option Shares until (x) Participant requests and receives an opinion of the Company's counsel or other counsel reasonably satisfactory to the Company to the effect that such proposed sale or transfer will not result in a violation of the Securities Act, or (y) a registration statement covering the sale or transfer of the Shares has been declared effective by the Securities and Exchange Commission, or (z) Participant obtains a no-action letter from the Securities and Exchange Commission with respect to the proposed transfer. Participant shall notify the Company in writing promptly after the date Participant makes a disqualifying disposition of any Shares acquired pursuant to the exercise of such ISO. A disqualifying disposition is any disposition (including any sale) of such Shares before the later of (i) two (2) years after the Grant Date; or (ii) one (1) year after the date of exercise of the ISO upon which such Shares were issued. The Company may, if determined by the Committee and in accordance with procedures established by the Committee, retain possession of any Shares acquired pursuant to the exercise of an ISO as agent for Participant until the end of the period described in the preceding sentence.

6. Transferability. The Option Award may only be transferred pursuant to the requirements under Section 11.3 of the Plan.

7. Adjustments; Change in Control.

(a) Subject to Section 7(b) below and Section 11.2 of the Plan, in the event of any merger, reorganization, consolidation, recapitalization, dividend or distribution (whether in cash, shares or other property, other than a regular cash dividend), stock split, reverse stock split, spin-off or similar transaction or other change in corporate structure affecting the Shares or the value thereof, such adjustments and other substitutions shall be made to the Option Award as the Committee deems equitable or appropriate to prevent dilution or enlargement of the rights of Participants under the Plan, taking into consideration the accounting and tax consequences. Any adjustment under this Section 7(a) shall be made by the Committee, whose determination as to

what adjustments shall be made, if any, and the extent thereof, will be final, binding and conclusive.

(b) Notwithstanding anything else herein to the contrary, in the event of a Change in Control, the Option Award shall have the treatment set forth in Section 10.1 of the Plan.

8. No Rights as Stockholder. Participant shall have no rights as a stockholder with respect to any Shares subject to the Option Award prior to the date of issuance to Participant of a certificate or certificates for such Shares (or a corresponding book entry is made). Shares received upon exercise of the Option Award granted herein shall remain subject to the terms of the Plan and this Agreement.

9. No Right to Continue the Services. This Agreement shall not confer upon Participant any right with respect to continuance of the Services nor shall it interfere in any way with the right of the Company or its Subsidiaries to terminate the Services at any time.

10. Compliance with Law and Regulation. This Agreement and the obligation of the Company to sell and deliver Shares hereunder shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required. If at any time the Board shall determine that (i) the listing, registration or qualification of the Shares subject or related thereto upon any securities exchange or under any state or federal law, or (ii) the consent or approval of any government regulatory body, is necessary or desirable as a condition of or in connection with the issuance or purchase of Shares hereunder, the Option Award may not be exercised in whole or in part unless such listing, registration, qualification, consent, approval or agreement shall have been effected or obtained free of any conditions not acceptable to the Board.

11. Restrictive Covenants.

(a) Notwithstanding any other provision of this Agreement or the Plan, in the event of Participant's breach of the Confidentiality Agreement or any other agreement with the Company or one of its Subsidiaries that Participant is subject to restrictive covenants, in addition to any other remedies at law or in equity the Company and/or any of its Subsidiaries may have available, all unexercised Options held by Participant shall be immediately forfeited on the date which Participant breaches the Confidentiality Agreement or such other agreement contemplating restrictive covenants, and the Company may in its sole discretion, request from Participant that any gain realized by Participant from the vesting and exercise of all or a portion of the Options, following such breach, shall be paid by Participant to the Company.

(b) In addition, Participant acknowledges and agrees, subject to Section 11(c) below, neither Participant nor the Company shall disparage or otherwise publish or communicate "derogatory" statements or opinions about the other party (and, for the avoidance of doubt, in the case of the Company, Participant shall not disparage or otherwise publish or communicate

"derogatory" statements or opinions about the Company's respective businesses or personnel), to any Person, be it orally or in writing. For purposes of this Agreement, "derogatory" shall be defined as a statement that detracts from another Person's character, standing, or reputation.

(c) Nothing in this Agreement, the Plan or any other agreement with the Company or any of the provisions above shall be construed to prevent or limit Participant from (i) reporting any good faith allegation of unlawful employment practices to any appropriate federal, state, or local government agency enforcing discrimination laws; (ii) reporting any good faith allegation of criminal conduct to any appropriate federal, state, or local official, including pursuant to "whistleblower" statutes or other similar provisions that protect such disclosure and provide for a monetary award; (iii) participating in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws; (iv) making any truthful statements or disclosures required by law, regulation, or legal process; (v) discussing the terms and conditions of Participant's employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act; (vi) disclosing a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal pursuant to the federal Defend Trade Secrets Act of 2016; or (vii) requesting or receiving confidential legal advice. Prior permission of the Company shall not be required to make any reports or disclosures under this Section 11(c) and Participant is not required to notify the Company that Participant has made such reports or disclosures.

(d) Participant acknowledges that the provisions of this Section 11 are in consideration of the Option Award. For the avoidance of doubt, the covenants in this Section 11 do not supersede, restrict or otherwise limit Participant's obligations under any other covenants applicable in connection with the Services.

12. Tax Withholding. The Company shall have the right to require Participant to remit to the Company an amount sufficient to satisfy any federal, state or local withholding tax requirements prior to the delivery of any certificate or certificates for Shares and to take such other action as may be necessary in the opinion of the Committee to satisfy all obligations for the payment of such withholding taxes.

13. Fractional Shares. Notwithstanding any other provision of this Agreement, no fractional Shares shall be issued upon the exercise of the Option Award, and the Company shall not be under any obligation to compensate Participant in any way for such fractional shares; provided that, to the extent any fractional Shares are settled in respect of the Option Award, such fractional Shares shall be settled in cash.

14. Notices. Any notice required or permitted to be given hereunder to the Company shall be addressed as follows:

Monster Beverage Corporation
Attn: [_____]

1 Monster Way
Corona, CA 92879
HumanResources@Monsterenergy.com

Any notice required or permitted to be given hereunder to Participant shall be addressed to Participant at the latest address the Company has for Participant in its records. Such notice shall be deemed to have been duly given if (i) delivered personally, (ii) sent by certified, registered or express mail, postage prepaid, return receipt requested, or (iii) by a reputable overnight delivery service. Any such notice shall be deemed to have been received (x) if by personal delivery, on the day after such delivery, (y) if by certified or registered mail, on the fifth business day after the mailing thereof, or (z) if by express mail or overnight delivery service, on the day delivered. Notwithstanding the foregoing, any notice required or permitted hereunder from the Company to Participant (or vice-versa) may be made by electronic means, including by electronic mail to the Company-maintained electronic mailbox of Participant (or the Company-maintained electronic mailbox for the Company's Human Resources department, which electronic mailbox address is set forth above), and Participant and the Company hereby consent to receive such notice by electronic delivery. To the extent permitted in an electronically delivered notice described in the previous sentence, Participant and the Company shall be permitted to respond to such notice or communication by way of a responsive electronic communication, including by electronic mail.

15. Amendment. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

17. Governing Law. This Agreement shall be construed according to the laws of the State of Delaware and all provisions hereof shall be administered according to and its validity shall be determined under, the laws of such State, except where preempted by federal laws.

18. Waiver; Cumulative Rights. The failure or delay of either party to require performance by the other party of any provision hereof shall not affect its right to require performance of such provision unless and until such performance has been waived in writing. Each and every right hereunder is cumulative and may be exercised in part or in whole from time to time.

19. Counterparts; Electronic Delivery and Acceptance. This Agreement may be signed (including by electronic signature methods) in two (2) counterparts, each of which shall be an original, but both of which shall constitute but one and the same instrument. The Company may, in its sole discretion, decide to deliver any document related to current or future

participation in the Plan by electronic means. Participant and the Company each agrees and acknowledges that the use of electronic media (including, without limitation, an electronic signature or a clickthrough button or checkbox on a website of the Company or a third party administrator designated by the Company) to indicate Participant's confirmation, consent, signature, agreement and delivery of this Agreement and the Option Award is legally valid and has the same legal force and effect as if Participant and the Company signed and executed this Agreement in paper form. The same use of electronic media may be used for any amendment or waiver of this Agreement.

20. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

22. Plan. The terms and conditions of the Plan (including the forfeiture events under Section 12.4 of the Plan) are incorporated in this Agreement by reference. In the event of a conflict or inconsistency between the terms and conditions of the Plan and the terms and conditions of this Agreement, the Plan shall govern and control.

23. Entire Agreement. This Agreement and the Plan constitute the entire understanding between Participant and the Company regarding the Option Award. This Agreement and the Plan supersede any prior agreements, commitments, or negotiations concerning the Option Award.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer and Participant has executed this Agreement both as of the day and year first above written.

MONSTER BEVERAGE CORPORATION

By: _____

Name: [_____]

Title: [_____]

_____

[_____]

EXHIBIT 10.3

RESTRICTED STOCK UNIT AWARD AGREEMENT

This Restricted Stock Unit Award Agreement (this "***Agreement***") is made as of [__], 20[__] (the "***Grant Date***") by and between Monster Beverage Corporation, a Delaware corporation (the "***Company***"), and [_____] ("***Participant***").

Preliminary Recitals

A. Participant is an Employee of the Company or its Subsidiaries.

B. Pursuant to the Monster Beverage Corporation 2020 Omnibus Incentive Plan, as in effect and as amended from time to time (the "***Plan***"), the Company desires to grant Participant an award of Restricted Stock Units, subject to the terms and conditions of the Plan and subject further to the terms and conditions set forth below.

C. Capitalized terms not otherwise defined in this Agreement shall have the meaning given to them in the Plan.

NOW, THEREFORE, the Company and Participant agree as follows:

1. Grant of the RSU Award. The Company hereby grants to Participant, subject to the terms and conditions set forth herein and in the Plan, [_____] Restricted Stock Units, each of which shall be deemed to be the equivalent of one Share (the "***RSU Award***").

2. Vesting. Subject to Participant's continued employment with, or services to, the Company or its Affiliates, as an Employee or a Director (the "***Services***") on the relevant "***Vesting Date***" set forth below, the RSU Award shall vest with respect to the number of Restricted Stock Units listed in Column "A" on the corresponding Vesting Date listed in Column "B."

Column "A" Number of Restricted Stock Units	Column "B" Vesting Date
[__]	On the first anniversary of the Grant Date
[__]	On the second anniversary of the Grant Date
[__]	On the third anniversary of the Grant Date
[__]	On the fourth anniversary of the Grant Date

3. Settlement of Restricted Stock Units; Deferrals of Restricted Stock Units.

(a) Subject to Section 4 below, on the earliest practicable date (but no later than thirty (30) days) after the applicable Vesting Date (as set forth in Section 2 above), the Company shall deliver to Participant, or such Participant's beneficiary, without charge, one Share for each such Restricted Stock Unit that has vested as of such Vesting Date.

(b) If and to the extent permitted by the Committee, Participant may elect, at such times and in accordance with rules and procedures (or sub-plan) adopted by the Committee (which shall comply with Section 409A (as hereinafter defined), as applicable), to receive all or any portion of Participant's compensation, whether payable in cash or in equity, on a deferred basis. Notwithstanding the foregoing, Participant may elect, on a subsequent deferral election form adopted by the Company, to make a subsequent deferral of all or any portion of the Restricted Stock Units subject to the RSU Award in a manner that complies with Section 409A (including, without limitation, Treasury Regulation Section 1.409A-2, as may be applicable). Further notwithstanding, the Committee may reject in writing, at a time and in a manner that does not violate Section 409A, any proposed subsequent deferral election prior to it becoming effective for any or no reason in which case such election will become null and void without further action. Neither the Company nor any affiliate, Committee, director, member or employee thereof or their respective affiliates shall have any liability with respect to any subsequent deferral election described herein or under Section 409A with respect to the Restricted Stock Units subject to the RSU Award.

4. Termination of the Services.

(a) Death or Disability. If the Services terminate due to Participant's death or Disability, prior to the applicable Vesting Date, the unvested portion of the RSU Award shall become immediately vested as of the effective date of the termination of the Services due to Participant's death or Disability.

(b) Retirement. If the Services terminate due to Participant's Retirement, prior to the applicable Vesting Date, the unvested portion of the RSU Award shall not be forfeited and instead shall continue to vest in accordance with Section 2 above on each applicable Vesting Date as if Participant continued providing the Services through such dates. For purposes of this Agreement, "***Retirement***" means the Services terminate due to the voluntary resignation by Participant on or after the date Participant has (i) attained age sixty five (65), (ii) completed ten (10) or more years of continuous Services, (iii) provided at least six (6) months' written notice prior to the last day of the Services (unless determined otherwise by the Committee) and (iv) signed and delivered to the Company or one of its Subsidiaries a Confidential Information, Invention and Original Works Assignment Agreement (the "***Confidentiality Agreement***").

(c) Other Terminations. Notwithstanding anything else herein to the contrary, and except as may be provided in an employment agreement or in any other agreement with the Company or one of its Affiliates, or as the Committee may otherwise determine in its sole discretion, in the event that the Services terminate for any reason whether by the Company or one of its Affiliates with or without Cause (but excluding, for the avoidance of doubt, due to

Participant's death, Disability or Retirement) prior to an applicable Vesting Date, the unvested portion of the RSU Award shall be forfeited without the payment of consideration. For purposes of this Agreement, "***Cause***" means (i) the Company or an Affiliate having "cause" to terminate the Services, as defined in any employment or consulting agreement or similar services agreement between Participant and the Company or an Affiliate in effect at the time of such termination, or (ii) in the absence of any such employment, consulting or similar services agreement (or the absence of any definition of "Cause" contained therein), as determined by the Committee, Participant's act(s) of fraud or dishonesty, knowing and material failure to comply with applicable laws or regulations or satisfactorily perform Participant's services with the Company or its Affiliates, insubordination and/or drug or alcohol abuse that impairs Participant's ability to perform the essential functions of Participant's position with the Company.

(d) For the avoidance of doubt, if a consultant becomes an employee or a Director or an employee becomes a consultant or a Director, without a break in service to the Company, the "Services" shall include both employment as an employee and service as a consultant or a Director and no termination of the Services shall occur.

5. Transferability. The RSU Award may only be transferred pursuant to the requirements under Section 11.3 of the Plan.

6. Adjustments; Change in Control.

(a) Subject to Section 6(b) below and Section 11.2 of the Plan, in the event of any merger, reorganization, consolidation, recapitalization, dividend or distribution (whether in cash, shares or other property, other than a regular cash dividend), stock split, reverse stock split, spin-off or similar transaction or other change in corporate structure affecting the Shares or the value thereof, such adjustments and other substitutions shall be made to the RSU Award as the Committee deems equitable or appropriate to prevent dilution or enlargement of the rights of Participants under the Plan, taking into consideration the accounting and tax consequences. Any adjustment under this Section 6(a) shall be made by the Committee, whose determination as to what adjustments shall be made, if any, and the extent thereof, will be final, binding and conclusive for all purposes.

(b) Notwithstanding anything else herein to the contrary, in the event of a Change in Control, the RSU Award shall have the treatment set forth in Section 10.1 of the Plan.

7. No Rights as Stockholder. Participant shall have no rights as a stockholder with respect to the RSU Award. Participant's right to receive payment in settlement of any portion of the RSU Award shall be an unfunded entitlement and shall be an unsecured claim against the general assets of the Company. Participant has only the status of a general unsecured creditor hereunder, and this Agreement constitutes only a promise by the Company to settle the value of the Restricted Stock Units that have vested on the applicable settlement date in the manner set forth in Section 3 and Section 6(b) of this Agreement. In the event that Shares are issued to Participant in settlement of the Restricted Stock Units underlying the RSU Award, Participant shall not have any rights as a stockholder with respect to such Shares prior to the date

of issuance to Participant of a certificate or certificates for such shares. Shares received upon settlement of Restricted Stock Units shall remain subject to the terms of the Plan and this Agreement.

8. Tax Withholding. The Company shall have the right to require Participant to remit to the Company an amount sufficient to satisfy any federal, state or local withholding tax requirements related to any payment or benefit under this Agreement and to take such other action as may be necessary in the opinion of the Committee to satisfy all obligations for the payment of such withholding taxes.

9. Fractional Shares. Notwithstanding any other provision of this Agreement, no fractional Shares shall be issued upon settlement of the Restricted Stock Units subject to the RSU Award, and the Company shall not be under any obligation to compensate Participant in any way for such fractional shares; provided that, to the extent any fractional Shares are settled in respect of the Restricted Stock Units subject to the RSU Award, such fractional Shares shall be settled in cash.

10. Notices. Any notice required or permitted to be given hereunder to the Company shall be addressed as follows:

Monster Beverage Corporation
Attn: [_____]
1 Monster Way
Corona, CA 92879
HumanResources@Monsterenergy.com

Any notice required or permitted to be given hereunder to Participant shall be addressed to Participant at the latest address the Company has for Participant in its records. Such notice shall be deemed to have been duly given if (i) delivered personally, (ii) sent by certified, registered or express mail, postage prepaid, return receipt requested, or (iii) by a reputable overnight delivery service. Any such notice shall be deemed to have been received (x) if by personal delivery, on the day after such delivery, (y) if by certified or registered mail, on the fifth business day after the mailing thereof, or (z) if by express mail or overnight delivery service, on the day delivered. Notwithstanding the foregoing, any notice required or permitted hereunder from the Company to Participant (or vice-versa) may be made by electronic means, including by electronic mail to the Company-maintained electronic mailbox of Participant (or the Company-maintained electronic mailbox for the Company's Human Resources department, which electronic mailbox address is set forth above), and Participant and the Company hereby consent to receive such notice by electronic delivery. To the extent permitted in an electronically delivered notice described in the previous sentence, Participant and the Company shall be permitted to respond to such notice or communication by way of a responsive electronic communication, including by electronic mail.

11. No Right to Continue the Services. This Agreement shall not confer upon Participant any right with respect to continuance of the Services nor shall it interfere in any way with the right of the Company or its Affiliates to terminate the Services at any time.

12. Compliance with Law and Regulation. This Agreement and the obligation of the Company to grant and settle the Restricted Stock Units subject to the RSU Award, and any

other obligations of the Company under this Agreement, shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required.

13. Restrictive Covenants.

(a) Notwithstanding any other provision of this Agreement or the Plan, in the event of Participant's breach of the Confidentiality Agreement or any other agreement with the Company or one of its Subsidiaries that Participant is subject to restrictive covenants, in addition to any other remedies at law or in equity the Company and/or any of its Subsidiaries may have available, all unvested Restricted Stock Units held by Participant shall be immediately forfeited on the date which Participant breaches the Confidentiality Agreement or such other agreement contemplating restrictive covenants, and the Company may in its sole discretion, request from Participant that any gain realized by Participant from the vesting of any Restricted Stock Units, following such breach, shall be paid by Participant to the Company.

(b) In addition, Participant acknowledges and agrees, subject to Section 13(c) below, neither Participant nor the Company shall disparage or otherwise publish or communicate "derogatory" statements or opinions about the other party (and, for the avoidance of doubt, in the case of the Company, Participant shall not disparage or otherwise publish or communicate "derogatory" statements or opinions about the Company's respective businesses or personnel), to any Person, be it orally or in writing. For purposes of this Agreement, "derogatory" shall be defined as a statement that detracts from another Person's character, standing, or reputation.

(c) Nothing in this Agreement, the Plan or any other agreement with the Company or any of the provisions above shall be construed to prevent or limit Participant from (i) reporting any good faith allegation of unlawful employment practices to any appropriate federal, state, or local government agency enforcing discrimination laws; (ii) reporting any good faith allegation of criminal conduct to any appropriate federal, state, or local official, including pursuant to "whistleblower" statutes or other similar provisions that protect such disclosure and provide for a monetary award; (iii) participating in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws; (iv) making any truthful statements or disclosures required by law, regulation, or legal process; (v) discussing the terms and conditions of Participant's employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act; (vi) disclosing a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal pursuant to the federal Defend Trade Secrets Act of 2016; or (vii) requesting or receiving confidential legal advice. Prior permission of the Company shall not be required to make any reports or disclosures under this Section 13(c) and Participant is not required to notify the Company that Participant has made such reports or disclosures.

(d) Participant acknowledges that the provisions of this Section 13 are in consideration of the RSU Award. For the avoidance of doubt, the covenants in this Section 13

do not supersede, restrict or otherwise limit Participant's obligations under any other covenants applicable in connection with the Services.

14. Amendment. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

16. Governing Law. This Agreement shall be construed according to the laws of the State of Delaware and all provisions hereof shall be administered according to and its validity shall be determined under, the laws of such State, except where preempted by federal laws.

17. Waiver; Cumulative Rights. The failure or delay of either party to require performance by the other party of any provision hereof shall not affect its right to require performance of such provision unless and until such performance has been waived in writing. Each and every right hereunder is cumulative and may be exercised in part or in whole from time to time.

18. Counterparts; Electronic Delivery and Acceptance. This Agreement may be signed (including by electronic signature methods) in two (2) counterparts, each of which shall be an original, but both of which shall constitute but one and the same instrument. The Company may, in its sole discretion, decide to deliver any document related to current or future participation in the Plan by electronic means. Participant and the Company each agrees and acknowledges that the use of electronic media (including, without limitation, an electronic signature or a clickthrough button or checkbox on a website of the Company or a third party administrator designated by the Company) to indicate Participant's confirmation, consent, signature, agreement and delivery of this Agreement and the RSU Award is legally valid and has the same legal force and effect as if Participant and the Company signed and executed this Agreement in paper form. The same use of electronic media may be used for any amendment or waiver of this Agreement.

19. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

21. Plan. The terms and conditions of the Plan (including the forfeiture events under Section 12.4 of the Plan) are incorporated in this Agreement by reference. In the event of

a conflict or inconsistency between the terms and conditions of the Plan and the terms and conditions of this Agreement, the Plan shall govern and control.

22. Section 409A of the Code. It is intended that the RSU Award be exempt from or compliant with Section 409A of the Code (together with any Department of Treasury regulation and other interpretive guidance issued thereunder, including without limitation any such regulation or other guidance that may be issued after the date hereof, "***Section 409A***"), and this Agreement shall be interpreted, construed, and operated to reflect such intent. However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Committee determines that the RSU Award (or any portion thereof) may be subject to Section 409A, the Committee shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement, or adopt other policies and procedures (including amendments, policies, and procedures with retroactive effect), or take any other action, as the Committee determines is necessary or appropriate either for the RSU Award to be exempt from the application of Section 409A or to comply with the requirements of Section 409A. A termination of the Services shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts subject to Section 409A upon or following a termination of the Services unless such termination is also a "separation from service" within the meaning of Section 409A, and for purposes of any such provision of this Agreement, references to "resignation," "termination," "terminate," "retirement," "retire" or like terms shall mean separation from service. If Participant is a "specified employee" (as defined under Section 409A) and should any portion of the Shares that would otherwise be settled under the RSU Award be determined to be payments that are not exempt from Section 409A, such Shares, to the extent otherwise payable within six (6) months after a "separation from service" (as defined under Section 409A) and to the extent necessary to avoid the imposition of taxes under Section 409A, will be settled on the earlier of the date that is six (6) months and one day after the date of such separation from service or the date of Participant's death.

23. Entire Agreement. This Agreement and the Plan constitute the entire understanding between Participant and the Company regarding the RSU Award. This Agreement and the Plan supersede any prior agreements, commitments, or negotiations concerning the RSU Award.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer and Participant has executed this Agreement both as of the day and year first above written.

MONSTER BEVERAGE CORPORATION

_____ By: _____

[_____] Name: [_____]

Title: [_____]

EXHIBIT 10.4

PERFORMANCE SHARE UNIT AWARD AGREEMENT

This Performance Share Unit Award Agreement (along with Exhibit A hereto, this "***Agreement***"), is made as of [__], 20[__] by and between Monster Beverage Corporation, a Delaware corporation (the "***Company***"), and [_____] ("***Participant***").

Preliminary Recitals

A. Participant is an Employee of the Company or its Subsidiaries.

B. Pursuant to the Monster Beverage Corporation 2020 Omnibus Incentive Plan, as in effect and as amended from time to time (the "***Plan***"), the Company desires to grant Participant the Performance Award (as such term is defined below) subject to the terms and conditions of the Plan and subject further to the terms and conditions set forth below.

C. Capitalized terms not otherwise defined in this Agreement shall have the meaning given to them in the Plan.

NOW, THEREFORE, the Company and Participant agree as follows:

1. Grant of the Performance Award. The Company hereby grants to Participant, subject to the terms and conditions set forth herein and in the Plan, the Award of "***Performance Share Units***" set forth in Exhibit A (the "***Performance Award***").

2. Vesting. Except as specified in Section 4 below, subject to Participant's continued employment with, or services to, the Company or its Affiliates, as an Employee (the "***Services***") on the relevant "***Vesting Date***" set forth in Exhibit A, and the satisfaction of the performance goals set forth in Exhibit A, the Performance Award shall vest (in whole or in part, as applicable) on the Vesting Date.

3. Settlement of the Performance Award. On the earliest practicable date (but no later than March 15th of the year following the Vesting Date of the applicable "***Performance Period***" set forth in Exhibit A, unless otherwise specified in Section 4 below) after the applicable Vesting Date, the Company shall issue Shares to Participant with respect to the portion of the Performance Award corresponding to the level of performance achieved during the Performance Period, as set forth in Exhibit A; provided that, Participant has not previously forfeited the Performance Award in accordance with Section 4 below.

4. Termination of the Services.

a. Except as may be provided in an employment agreement or in any other agreement with the Company or one of its Affiliates, or as the Committee may otherwise determine in its sole discretion, in the event that the Services terminate for any reason prior to the Vesting Date (including a termination of the Services by the Company for Cause (as defined below)), the entire portion of the Performance Award shall be forfeited without the payment of consideration; provided that, (i) subject to Section 7.4 of the Plan, if the Services are terminated on or after the Vesting Date set forth in Exhibit A but the portion of the Performance Award that vested on such Vesting Date remains unpaid, Participant shall remain eligible to receive the vested portion of the Performance Award pursuant to Section 3, (ii) if the Services are terminated prior to the Vesting Date set forth in Exhibit A due to Participant's death or

Disability, Participant shall immediately vest in, and be eligible to receive, the number of Performance Share Units based on the number of Shares deliverable at "Target Performance" (as described in Exhibit A) and the remaining portion of the Performance Award that is not vested on the effective date of the termination of the Services due to Participant's death or Disability shall be forfeited without the payment of consideration and (iii) if the Services are terminated prior to the Vesting Date set forth in Exhibit A due to Participant's Retirement, Participant shall be eligible to receive a portion of the Performance Award in accordance with Section 3 above with the number of Shares underlying such portion of the Performance Award to be delivered to Participant calculated as follows: first, by determining the number of Shares deliverable at the actual level of performance for the Performance Period and second, by multiplying such amount by a fraction, the numerator of which is the number of full calendar months elapsed in the Performance Period prior to the effective date of the termination of Services due to Retirement, and the denominator of which is thirty-six (36).

b. For purposes of this Agreement, "***Cause***" means (i) the Company or an Affiliate having "cause" to terminate the Services, as defined in any employment or consulting agreement or similar services agreement between Participant and the Company or an Affiliate in effect at the time of such termination, or (ii) in the absence of any such employment, consulting or similar services agreement (or the absence of any definition of "Cause" contained therein), as determined by the Committee, Participant's act(s) of fraud or dishonesty, knowing and material failure to comply with applicable laws or regulations or satisfactorily perform Participant's services with the Company or its Affiliates, insubordination and/or drug or alcohol abuse that impairs Participant's ability to perform the essential functions of Participant's position with the Company. Additionally, for purposes of this Agreement, "***Retirement***" means the Services terminate due to the voluntary resignation by Participant on or after the date Participant has (i) attained age sixty five (65), (ii) completed ten (10) or more years of continuous Services and (iii) provided at least six (6) months' written notice prior to the last day of the Services (unless determined otherwise by the Committee) and (iv) signed and delivered to the Company or one of its Subsidiaries a Confidential Information, Invention and Original Works Assignment Agreement (the "***Confidentiality Agreement***").

c. For the avoidance of doubt, if a consultant becomes an employee or a Director or an employee becomes a consultant or a Director, without a break in service to the Company, the "Services" shall include both employment as an employee and service as a consultant or a Director and no termination of the Services shall occur.

5. Transferability. The Performance Award may only be transferred pursuant to the requirements under Section 11.3 of the Plan.

6. Adjustments; Change in Control.

a. Subject to Sections 6(b) and 6(c) below and Section 11.2 of the Plan, in the event of any merger, reorganization, consolidation, recapitalization, dividend or distribution (whether in cash, shares or other property, other than a regular cash dividend), stock split, reverse stock split, spin-off or similar transaction or other change in corporate structure affecting the Shares or the value thereof, such adjustments and other substitutions shall be made to the Performance Award as the Committee deems equitable or appropriate to prevent dilution or enlargement of the rights of Participants under the Plan, taking into consideration the accounting and tax consequences. Any adjustment under this Section 6(a) shall be made by the Committee, whose determination as to what adjustments shall be made, if any, and the extent thereof, will be conclusive and binding for all purposes.

b. In the event of a Change in Control in which the successor company assumes or replaces the Performance Award (or in which the Company is the ultimate parent corporation and continues the Performance Award), and such Change in Control occurs within the first calendar year of the Performance Period (as such term is defined in Exhibit A), the entire Performance Award shall automatically convert into Restricted Stock Units, and the number of Shares underlying such Restricted Stock Units to be delivered to Participant shall be based on the number of Shares deliverable at "Target Performance" (as described in Exhibit A); provided that, if the Change in Control occurs within the second calendar year or third calendar year of the Performance Period, the entire Performance Award shall automatically convert into Restricted Stock Units, and the number of Shares underlying such Restricted Stock Units to be delivered to Participant shall be based on the number of Shares deliverable at the actual level of performance for the portion of the Performance Period which has elapsed as of the date of the Change in Control, which performance shall be determined by the results of the performance measures outlined in Exhibit A. Any Restricted Stock Unit under this Section 6(c) will remain unvested until the applicable Vesting Date; provided that, in the event that Participant's employment or service with such successor company (or a subsidiary thereof) terminates other than due to a termination of the Services by the Company for Cause within twenty four (24) months following such Change in Control, the Restricted Stock Units shall be one hundred percent (100%) vested as of such termination date.

c. In the event of a Change in Control in which the successor company does not assume or replace the Performance Award (or the Company is the ultimate parent corporation and does not continue the Performance Award), and such Change in Control occurs within the first calendar year of the Performance Period, the entire Performance Award shall be considered to be earned and payable at "Target Performance" and any other restriction shall lapse and the Performance Award shall be immediately settled or distributed; provided that, if the Change in Control occurs within the second calendar year or third calendar year of the Performance Period, the Performance Award shall be considered to be earned and payable at the actual level of performance for the portion of the Performance Period which has elapsed as of the date of the Change in Control, which performance shall be based on the results of the performance measures outlined in Exhibit A, and any other restriction shall lapse and the Performance Award shall be immediately settled or distributed.

7. No Rights as Stockholder. Participant shall have no rights as a stockholder with respect to any Share underlying a Performance Award unless and until Participant becomes the holder of record or the beneficial owner of such Share, and, subject to Section 8 of this Agreement, no adjustment shall be made for dividends or distributions or other rights in respect of such Share for which the record date is prior to the date upon which Participant becomes the holder of record or the beneficial owner thereof.

8. Dividend Equivalents. The Company will credit the Performance Award (or a portion thereof, as applicable) with Dividend Equivalent payments following the payment by the Company of dividends on Shares. The Company will provide such Dividend Equivalents in Shares having a Fair Market Value per Share, as of the date of such dividend payment, equal to the per-Share amount of such applicable dividend, and shall be payable at the same time as (and only if) the Performance Award (or a portion thereof, as applicable) is settled in accordance with Section 3 above. In the event that the Performance Award is forfeited by its terms, Participant shall have no right to Dividend Equivalent payments in respect of the Performance Award.

9. Tax Withholding. The Company shall have the right to require Participant to remit to the Company an amount sufficient to satisfy any federal, state or local withholding tax requirements

related to any payment or benefit under this Agreement and to take such other action as may be necessary in the opinion of the Committee to satisfy all obligations for the payment of such withholding taxes.

10. Fractional Shares. Notwithstanding any other provision of this Agreement, no fractional Shares shall be issued upon settlement of the Performance Award, and the Company shall not be under any obligation to compensate Participant in any way for such fractional shares; provided that, to the extent any fractional Shares are settled in respect of the Performance Award, such fractional Shares shall be settled in cash.

11. Notices. Any notice required or permitted to be given hereunder to the Company shall be addressed as follows:

Monster Beverage Corporation
Attn: [_____]
1 Monster Way
Corona, CA 92879
HumanResources@Monsterenergy.com

Any notice required or permitted to be given hereunder to Participant shall be addressed to Participant at the latest address the Company has for Participant in its records. Such notice shall be deemed to have been duly given if (i) delivered personally, (ii) sent by certified, registered or express mail, postage prepaid, return receipt requested, or (iii) by a reputable overnight delivery service. Any such notice shall be deemed to have been received (x) if by personal delivery, on the day after such delivery, (y) if by certified or registered mail, on the fifth business day after the mailing thereof, or (z) if by express mail or overnight delivery service, on the day delivered. Notwithstanding the foregoing, any notice required or permitted hereunder from the Company to Participant (or vice-versa) may be made by electronic means, including by electronic mail to the Company-maintained electronic mailbox of Participant (or the Company-maintained electronic mailbox for the Company's Human Resources department, which electronic mailbox address is set forth above), and Participant and the Company hereby consent to receive such notice by electronic delivery. To the extent permitted in an electronically delivered notice described in the previous sentence, Participant and the Company shall be permitted to respond to such notice or communication by way of a responsive electronic communication, including by electronic mail.

12. No Right to Continue the Services. This Agreement shall not confer upon Participant any right with respect to continuance of the Services nor shall it interfere in any way with the right of the Company or its Subsidiaries to terminate the Services at any time.

13. Compliance with Law and Regulation. This Agreement and the obligation of the Company to deliver Shares hereunder shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required. If at any time the Board shall determine that the (i) listing, registration or qualification of the Shares subject or related thereto upon any securities exchange or under any state or federal law, or (ii) consent, approval or agreement of any government regulatory body, is necessary or desirable as a condition of or in connection with the distribution of Shares pursuant to the Performance Award, such Shares will not be distributed in whole or in part unless such listing, registration, qualification, consent, approval or agreement shall have been effected or obtained free of any conditions not acceptable to the Board.

14. Restrictive Covenants.

a. Notwithstanding any other provision of this Agreement or the Plan, in the event of Participant's breach of the Confidentiality Agreement or any other agreement with the Company or one of its Subsidiaries that Participant is subject to restrictive covenants, in addition to any other remedies at law or in equity the Company and/or any of its Subsidiaries may have available, all unvested Performance Share Units held by Participant shall be immediately forfeited on the date which Participant breaches the Confidentiality Agreement or such other agreement contemplating restrictive covenants, and the Company may in its sole discretion, request from Participant that any gain realized by Participant from the vesting of any Performance Share Units, following such breach, shall be paid by Participant to the Company.

b. In addition, Participant acknowledges and agrees, subject to Section 14(c) below, neither Participant nor the Company shall disparage or otherwise publish or communicate "derogatory" statements or opinions about the other party (and, for the avoidance of doubt, in the case of the Company, Participant shall not disparage or otherwise publish or communicate "derogatory" statements or opinions about the Company's respective businesses or personnel), to any Person, be it orally or in writing. For purposes of this Agreement, "derogatory" shall be defined as a statement that detracts from another Person's character, standing, or reputation.

c. Nothing in this Agreement, the Plan or any other agreement with the Company or any of the provisions above shall be construed to prevent or limit Participant from (i) reporting any good faith allegation of unlawful employment practices to any appropriate federal, state, or local government agency enforcing discrimination laws; (ii) reporting any good faith allegation of criminal conduct to any appropriate federal, state, or local official, including pursuant to "whistleblower" statutes or other similar provisions that protect such disclosure and provide for a monetary award; (iii) participating in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws; (iv) making any truthful statements or disclosures required by law, regulation, or legal process; (v) discussing the terms and conditions of Participant's employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act; (vi) disclosing a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal pursuant to the federal Defend Trade Secrets Act of 2016; or (vii) requesting or receiving confidential legal advice. Prior permission of the Company shall not be required to make any reports or disclosures under this Section 14(c) and Participant is not required to notify the Company that Participant has made such reports or disclosures.

d. Participant acknowledges that the provisions of this Section 14 are in consideration of the Performance Award. For the avoidance of doubt, the covenants in this Section 14 do not supersede, restrict or otherwise limit Participant's obligations under any other covenants applicable in connection with the Services.

15. Amendment. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

17. Governing Law. This Agreement shall be construed according to the laws of the State of Delaware and all provisions hereof shall be administered according to and its validity shall be determined under, the laws of such State, except where preempted by federal laws.

18. Waiver; Cumulative Rights. The failure or delay of either party to require performance by the other party of any provision hereof shall not affect its right to require performance of such provision unless and until such performance has been waived in writing. Each and every right hereunder is cumulative and may be exercised in part or in whole from time to time.

19. Counterparts; Electronic Delivery and Signature. This Agreement may be signed (including by electronic signature methods) in two (2) counterparts, each of which shall be an original, but both of which shall constitute but one and the same instrument. The Company may, in its sole discretion, decide to deliver any document related to current or future participation in the Plan by electronic means. Participant and the Company each agrees and acknowledges that the use of electronic media (including, without limitation, an electronic signature or a clickthrough button or checkbox on a website of the Company or a third party administrator designated by the Company) to indicate Participant's confirmation, consent, signature, agreement and delivery of this Agreement and the Performance Award is legally valid and has the same legal force and effect as if Participant and the Company signed and executed this Agreement in paper form. The same use of electronic media may be used for any amendment or waiver of this Agreement.

20. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

22. Plan. The terms and conditions of the Plan (including the forfeiture events under Section 12.4 of the Plan) are incorporated in this Agreement by reference. In the event of a conflict or inconsistency between the terms and conditions of the Plan and the terms and conditions of this Agreement, the Plan shall govern and control.

23. Section 409A of the Code. It is intended that the Performance Award be exempt from or compliant with Section 409A of the Code (together with any Department of Treasury regulation and other interpretive guidance issued thereunder, including without limitation any such regulation or other guidance that may be issued after the date hereof, "***Section 409A***") and this Agreement shall be interpreted, construed, and operated to reflect such intent. However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Committee determines that the Performance Award (or any portion thereof) may be subject to Section 409A, the Committee shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement, or adopt other policies and procedures (including amendments, policies, and procedures with retroactive effect), or take any other action, as the Committee determines is necessary or appropriate either for the Performance Award to be exempt from the application of Section 409A or to comply with the requirements of Section 409A. A termination of the Services shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts subject to Section 409A upon or following a termination of the Services unless such termination is also a "separation from service" within the meaning of Section 409A, and for purposes of any such provision of this Agreement, references to "resignation," "termination," "terminate," "retirement," "retire" or like terms shall mean separation from service. If Participant is a

"specified employee" (as defined under Section 409A) and should any portion of the Shares that would otherwise be settled under the Performance Award be determined to be payments that are not exempt from Section 409A, such Shares, to the extent otherwise payable within six (6) months after a "separation from service" (as defined under Section 409A), and to the extent necessary to avoid the imposition of taxes under Section 409A, will be settled on the earlier of the date that is six (6) months and one day after the date of such separation from service or the date of Participant's death.

24. Entire Agreement. This Agreement and the Plan constitute the entire understanding between Participant and the Company regarding the Performance Award. This Agreement and the Plan supersede any prior agreements, commitments, or negotiations concerning the Performance Award.

[Signature page follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer and Participant has executed this Agreement both as of the day and year first above written.

MONSTER BEVERAGE CORPORATION

By: _____

Name:

Title:

_____

[_____]

Exhibit A to Performance Share Unit Award Agreement

Performance Goals for 20[__]-20[__] Performance Period

For purposes of this Agreement, the performance goals for the Performance Period indicated below are as follows:

Performance Level	Performance Goals Cumulative EPS For the Following Performance Period: 1/1/20[__]-12/31/20[__]	EPS Performance Percentage
Below Threshold	Below $[___]	[_]%
Threshold	$[___]	[_]%*
Target	$[___]	[_]%*
Maximum	$[___]	[_]%*

* Linear interpolation applies between threshold/target and target/maximum performance levels.

Performance Period	Threshold Performance Share Units	Target Performance Share Units	Maximum Performance Share Units	Vesting Date
20[__]-20[__] (3 years)	[___]	[___]	[___]	12/31/20[__]

"***Adjusted EPS***" means [__].

"***Cumulative EPS***" means the sum of the Adjusted EPS during the Performance Period or portion thereof.

"***EPS***" means earnings per share.

"***EPS Performance Percentage***" means [__].

EXHIBIT 31.1

CERTIFICATION PURSUANT TO RULE 13A-14(a) OR 15D-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Rodney Sacks, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Monster Beverage Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

    a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2025

/s/ Rodney C. Sacks
Rodney C. Sacks
Chairman of the Board of Directors and Co-Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO RULE 13A-14(a) OR 15D-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Hilton Schlosberg, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Monster Beverage Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

    a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2025

/s/ Hilton H. Schlosberg
Hilton H. Schlosberg
Vice Chairman of the Board of Directors and Co-Chief Executive Officer

EXHIBIT 31.3

CERTIFICATION PURSUANT TO RULE 13A-14(a) OR 15D-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Thomas Kelly, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Monster Beverage Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

    a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2025

/s/ Thomas J. Kelly
Thomas J. Kelly
Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Monster Beverage Corporation (the "Company") on Form 10-Q for the quarter ended March 31, 2025 as filed with the Securities and Exchange Commission (the "Report"), the undersigned, Rodney C. Sacks, Chairman of the Board of Directors and Co-Chief Executive Officer of the Company, certifies, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 8, 2025

/s/ Rodney C. Sacks
Rodney C. Sacks
Chairman of the Board of Directors
and Co-Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Monster Beverage Corporation (the "Company") on Form 10-Q for the quarter ended March 31, 2025 as filed with the Securities and Exchange Commission (the "Report"), the undersigned, Hilton H. Schlosberg, Vice Chairman of the Board of Directors and Co-Chief Executive Officer of the Company, certifies, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 8, 2025

/s/ Hilton H. Schlosberg
Hilton H. Schlosberg
Vice Chairman of the Board of Directors and Co-Chief Executive Officer

EXHIBIT 32.3

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Monster Beverage Corporation (the "Company") on Form 10-Q for the quarter ended March 31, 2025 as filed with the Securities and Exchange Commission (the "Report"), the undersigned, Thomas J. Kelly, Chief Financial Officer of the Company, certifies, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 8, 2025

/s/ Thomas J. Kelly
Thomas J. Kelly
Chief Financial Officer