

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM S-8
Registration Statement
Under the Securities Act of 1933

Acme United Corporation
(Exact name of Registrant as specified in its charter)

Connecticut
(State or other jurisdiction of
incorporation or organization)

06-0236700
(I.R.S. Employer
Identification Number)

55 Walls Drive
Fairfield, Connecticut 06824
(Address of principal executive offices, including zip code)

Acme United Corporation 2017 Non-Salaried Director Stock Option Plan
Acme United Corporation 2012 Employee Stock Option Plan
(Full Title of the Plan)

Paul Driscoll
Vice President, Chief Financial Officer,
Secretary and Treasurer
55 Walls Drive
Fairfield, Connecticut 06824
(Name and address of agent for service
(203) 254-6060

(Telephone number, including area code, of agent for service)

copy to:
Merritt A. Cole, Esq.
Earp Cohn P.C.
123 South Broad Street, Suite 1030
Philadelphia, Pennsylvania 19109-1022
Phone (215) 963-9520
Fax (215) 963-9620

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

Large accelerated filer Accelerated filer Non-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 7(a)(2)(B) of the Securities Act

CALCULATION OF REGISTRATION FEE

<u>Title of securities to be registered</u>	<u>Amount to be registered (1)</u>	<u>Proposed maximum offering price per share</u>	<u>Proposed maximum aggregate offering price</u>	<u>Amount of registration fee</u>
Common Stock, par value \$2.50 per share	20,000 (2)	\$ 28.20 (4)	\$ 564,000	\$ 65.37
	40,000 (3)	\$ 25.48 (5)	\$ 1,019,200	\$ 118.13
Common Stock, par value \$2.50 per share	42,550 (6)	\$ 24.16 (4)	\$ 1,028,008	\$ 119.14
	197,450 (7)	\$ 25.48 (5)	\$ 5,031,026	\$ 583.10
Total:	300,000		\$ 7,642,234	\$ 885.73

(1) Pursuant to Rule 416 under the Securities Act of 1933 (the "Securities Act"), this Registration Statement covers, in addition to the number of shares stated herein, an indeterminate amount of additional shares of the Company's common stock, par value \$2.50 per share (the "Common Stock"), that may become issuable pursuant to the anti-dilution or other adjustment provisions of (a) the Acme United 2017 Non-Salaried Director Stock Option Plan (the "Director Plan") and (b) the Acme United Corporation 2012 Employee Stock Option Plan, as amended effective February 26, 2016 (the "Employee Plan").

(2) Consisting of shares of Common Stock issuable upon exercise of options which have been granted under the Director Plan.

(3) Consisting of shares of Common Stock issuable upon exercise of options which may be granted under the Director Plan

(4) Determined pursuant to 457(h)(1) under the Securities Act, based upon the exercise price of the options.

(5) Estimated pursuant to Rules 457 (c) and 457 (h)(1) under the Securities Act, solely for the purpose of calculating the registration fee, based upon the average of the high and low prices for shares of the Common Stock reported on the NYSE American on August 24, 2017.

(6) Consisting of shares of Common Stock issuable upon exercise of options which have been granted under the Employee Plan.

(7) Consisting of shares of Common Stock issuable upon exercise of options which may be granted under the Employee Plan.

Explanatory Note.

The Company is filing this Registration Statement on Form S-8 for the purpose of registering a total of 300,000 shares of Common Stock, par value \$2.50 per share, of the Company (the "Common Stock"), which consist of:

- (i) an additional 240,000 shares of Common Stock, which may be issued pursuant to the Acme United Corporation 2012 Employee Stock Option Plan, as amended (the "Employee Plan"); and
- (ii) 60,000 shares of Common Stock which may be issued pursuant to the Acme United Corporation 2017 Non-Salaried Director Stock Option Plan (the "Director Plan").

Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement also covers an indeterminate amount of additional shares of Common Stock, which may become issuable pursuant to the respective anti-dilution or other adjustment provisions of the Director Plan and the Employee Plan.

In accordance with Instruction E of the General Instruction to Form S-8, the contents of the Registration Statement on Form S-8 (Reg. No. 333-206440) filed on August 17, 2015 by the Company with the U.S. Securities and Exchange Commission (the "Commission") relating to the Employee Plan are incorporated by reference herein to the extent not otherwise modified or superseded by this Registration Statement.

Part I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants as specified by Rule 428(b)(1) promulgated under the Securities Act. Such documents need not be filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents and the documents incorporated herein by reference pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act (the "Prospectus").

Part II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents previously filed with the Commission are incorporated by reference and made a part of this prospectus:

- (a) our Annual Report on Form 10-K for the fiscal year ended December 31, 2016, filed on March 10, 2017;
- (b) (i) our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2017 and June 30, 2017, filed on May 12, 2017, and August 4, 2017, respectively.
(ii) our Current Reports on Form 8-K filed on February 2, February 23, April 20, April 25, and July 25, 2017 (other than the portions of those documents not deemed to be filed); and
- (c) the description of our Common Stock contained in our Current Report on Form 8-K filed on July 8, 2005, including any amendment to that form that we may file in the future, for the purpose of updating the description of our Common Stock.

All documents that we file pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") subsequent to the effective date of this Registration Statement, prior to the filing of a post-effective amendment which indicates that all securities offered by this Prospectus have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Prospectus and to be a part of this prospectus from the date of filing of such documents. Any statement contained herein or in any document incorporated or deemed to be incorporated by reference shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any other subsequently filed document which also is or is deemed to be incorporated by reference modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this Registration Statement, except as so modified or superseded.

Item 4. Description of Securities.

Not applicable, because the Common Stock is registered under Section 12 of the Exchange Act.

Item 5. Interest of Named Experts and Counsel.

None.

Item 6. Indemnification of Directors and Officers.

Connecticut General Statutes ("CGS") Sections 33-770 through 33-779 provide for mandatory, permissive and court-ordered indemnification of directors who are parties to a proceeding. For purposes of these indemnification statutes a "proceeding" is defined as any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal.

The Company's Restated Certificate of Incorporation provides that the Company shall indemnify an individual who is a party to a proceeding because he is a director or officer of the corporation against liability in the proceeding if:

(1)(A) he conducted himself in good faith; (B) he reasonably believed (i) in the case of conduct in his official capacity, that his conduct was in the best interests of the corporation; and (ii) in all other cases, that his conduct was at least not opposed to the best interests of the corporation; and (C) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful; or

(2) such liability arises from any action taken, or any failure to take any action, as a director or officer, except liability that (A) involved a knowing and culpable violation of law by the director or officer; (B) enabled the director, officer or an associate (as defined in the CGS) to receive an improper personal gain; (C) showed a lack of good faith and a conscious disregard for the duty of the director or officer to the corporation under circumstances in which the director or officer was aware that his conduct or omission created an unjustifiable risk of serious injury to the corporation; (D) constituted a sustained and unexcused pattern of inattention that amounted to an abdication of the director's or officer's duty to the corporation; or (E) created liability under the CGS for the illegal payment of dividends.

The Registrant has obtained directors' and officers' reimbursement and liability insurance against certain liabilities.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The following exhibits are filed as part of this Registration Statement:

<u>Exhibit No.</u>	<u>Identification of Exhibit</u>
5.1	Opinion of Brody Wilkinson PC
23.1	Consent of Marcum LLP, independent registered public accounting firm
23.3	Consent of Brody Wilkinson PC (included in Exhibit 5.1)
24.1	Power of attorney (included on signature page of this Registration Statement)
10.1*	2017 Non-Salaried Director Stock Option Plan
10.2	Form of Stock Option Agreement for 2017 Non-Salaried Director Stock Option Plan
10.3**	2012 Employee Stock Option Plan, as amended
10.4***	Form of Non-Qualified Stock Option Agreement for 2012 Employee Stock Option Plan, as amended.

* Incorporated by reference to Exhibit A to the Company's Proxy Statement filed with the Commission on March 22, 2017.

**Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, filed with the Commission on August 14, 2012, except that the number of shares of Common Stock authorized to be issued under the Employee Plan pursuant to Section 3(a) thereof has been increased from 700,000 to 940,000 shares.

*** Incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016, filed with the Commission on May 13, 2016.

Item 9. Undertakings

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(a) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(b) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of a prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(c) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (1)(a) and (1)(b) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Fairfield, State of Connecticut, on the 31st day of August, 2017.

ACME UNITED CORPORATION

By: /s/ Walter C. Johnsen
Walter C. Johnsen, Chairman of the Board and Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Walter C. Johnsen and Paul Driscoll, or either of them, as true and lawful attorneys-in-fact and agents with full power of substitution and re-substitution, for him and in his name, place and stead, in any and all capacities to sign the Registration Statement filed herewith and any or all amendments to said Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agents the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated below on the 31st day of August, 2017:

Signature	Title
<u>/s/ Walter C. Johnsen</u> Walter C. Johnsen	Chairman of the Board, Chief Executive Officer and Director

/s/ Brian S. Olschan
Brian S. Olschan

President, Chief Operating Officer and Director

/s/ Paul Driscoll
Paul Driscoll

Vice President, Chief Financial Officer, Secretary and Treasurer

/s/ Rex L. Davidson
Rex L. Davidson

Director

/s/ Richmond Y. Holden, Jr.
Richmond Y. Holden, Jr.

Director

/s/ Susan H. Murphy
Susan H. Murphy

Director

/s/ Stevenson E. Ward III
Stevenson E. Ward III

Director

Exhibit Index

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10.2	Form of Stock Option Agreement for 2017 Non-Salaried Director Stock Option Plan
10.3**	2012 Employee Stock Option Plan, as amended
10.4***	Form of Non-Qualified Stock Option Agreement for 2012 Employee Stock Option Plan, as amended.

* Incorporated by reference to Exhibit A to the Company's Proxy Statement filed with the Commission on March 22, 2017.

**Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, filed with the Commission on August 14, 2012, except that the number of shares of Common Stock authorized to be issued under the Employee Plan pursuant to Section 3(a) thereof has been increased from 700,000 to 940,000 shares.

*** Incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016, filed with the Commission on May 13, 2016.

Board of Directors
Acme United Corporation
55 Walls Drive
Fairfield, CT 06824

Dear Sirs and Madam:

We are corporate general counsel for Acme United Corporation (the “Company”), a Connecticut corporation. We are delivering this opinion in connection with the filing with the Securities and Exchange Commission (the “Commission”) on or about the date hereof of a Form S-8 Registration Statement (the “Registration Statement”) relating to a total of 300,000 shares of Common Stock, par value \$2.50 per share, of the Company (the “Shares”), consisting of: (i) up to an additional 240,000 Shares issuable upon exercise of options granted or which may be granted pursuant to the Acme United Corporation 2012 Employee Stock Option Plan, as amended (the “Employee Plan”); and (ii) up to 60,000 Shares issuable upon exercise of options granted or which may be granted pursuant to the Acme United Corporation 2017 Non-Salaried Director Stock Option Plan (the “Director Plan”). (The Employee Plan and the Director Plan are collectively referred to herein as the “Plans”.)

We have examined (i) the Restated Certificate of Incorporation and the Bylaws of the Company as presently in effect; (ii) a Certificate of Existence for the Company issued by the Connecticut Secretary of the State dated August 10, 2017; (iii) the respective resolutions of the Board of Directors and of the shareholders of the Company approving each of the Plans; (iv) the Plans; (v) a form of option agreement under each of the Plans; and (vi) such other documents and instruments as we have considered necessary for the purposes of the opinions hereinafter set forth.

In our examination of the aforesaid documents, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents, and the conformity to authentic original documents of all documents submitted to us as copies (including telecopies). This opinion letter is given, and all statements herein are made, in the context of the foregoing.

Based upon the foregoing, we are of the opinion that:

1. The Company has been duly incorporated and is a validly existing corporation under the laws of the State of Connecticut.
2. Upon issuance and delivery of Shares pursuant to the respective Plans and the related option agreements thereunder after the date hereof, including payment to the Company of the relevant option exercise price for the Shares, the Shares will be validly issued, fully paid, and nonassessable.

This opinion letter is provided to you for your benefit solely with regard to the Registration Statement, may be relied upon by you only in connection with the Registration Statement, and may not be relied upon by any other person or for any other purpose without our prior written consent.

We are members of the Bar of the State of Connecticut and some of us are members of other jurisdictions not relevant herein. In connection herewith, we express no opinion on the laws of any jurisdiction other than the laws of the State of Connecticut.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name in connection with the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of the 1933 or the rules and regulations of the Commission thereunder.

Very truly yours,

BRODY WILKINSON PC

By: /s/ James E. Rice
James E. Rice, Vice President

STOCK OPTION AGREEMENT

This Stock Option Agreement (this "Agreement") is made and entered into as of ____ by and between Acme United Corporation, a Connecticut corporation, (the "Corporation") and _____ (the "Optionee").

Grant Date: _____

Exercise Price per Share: _____

Number of Option Shares: _____

Expiration Date: _____

1. Grant of Option.

1.1 Grant; Type of Option. The Corporation hereby grants to the Optionee an option (the "Option") to purchase the total number of shares of Common Stock of the Corporation equal to the number of Option Shares set forth above, at the Exercise Price set forth above. The Option is being granted pursuant Section 2.1 (b) of the Corporation's 2017 Non-Salaried Director Stock Option Plan (the "Plan"). The Option is a "non-qualified stock option" and an "Annual Option" under the Plan."

1.2 Consideration; Option Subject to Plan. The grant of the Option is made in consideration of the services to be rendered by the Optionee to the Corporation as a member of its Board of Directors and is subject to the terms and conditions of the Plan. Capitalized terms used but not defined herein will have the respective meanings ascribed to them in the Plan.

2. Vesting; Expiration.

2.1 Vesting. The Option will become vested and exercisable one day after the date on which the Option was granted.

2.2 Expiration. The Option will expire on the Expiration Date set forth above, or earlier as provided in this Agreement or the Plan.

3. Termination of Service.

3.1 Termination for Reasons Other than Death, Disability or Retirement . If the Optionee ceases to serve as a director of the Corporation for any reason other than Death, Disability, or retirement, the Optionee may exercise the Option (in whole or in part) until the earlier of (a) the first anniversary after the date of such termination of the Optionee's service as a director (a "Termination"), unless extended by the Compensation Committee of the Board of Directors, in its sole direction, within (30) days from the date of Termination; or (b) the Expiration Date.

Notwithstanding the foregoing, if, upon Termination, the Optionee has served on the Board of Directors more than five (5) years, the exercise rights for the Option shall be automatically extended until the expiration of the Option Term for the Option. However, in no event may the Option be exercised after the expiration of the Option Term.

In the event that the Optionee is terminated for Cause, the Option (including any vested but unexercised or unvested portions thereof) shall immediately terminate and be null and void.

3.2 Termination Upon Death, Disability or Retirement. Upon a Termination as a result of Death, Disability, or retirement of the Optionee, (a) if the Optionee has served on the Board for five years or fewer, the unvested portion of the any Option shall immediately terminate, and the vested but unexercised portion of the Option may be exercised by the Optionee within twelve (12) months after Termination; and (b) if the Optionee has served on the Board for more than five years, the exercise rights for the Option shall be automatically extended until the expiration of the Option Term for the Option. However, in no event may the Option be exercised after the expiration of the Option Term.

4. Method of Exercise.

4.1 Election to Exercise. To exercise the Option in whole or in part, the Optionee (or in the case of exercise after the Optionee's death or incapacity, the Optionee's executor, administrator, heir or legatee, as the case may be) must deliver to the Chief Financial Officer of the Corporation an exercise notice in the form attached as Exhibit A or as may otherwise be designated by the Corporation from time to time. In the event that Optionee elects to exercise its Option pursuant to Section 4.2(b) or (c) below, Optionee shall deliver the requisite exercise notice to the Chief Financial Officer of the Corporation via email.

4.2 Method of Exercise. The Exercise Price of the Option shall be paid in full at the time the Option (or portion thereof) is exercised. Such payment shall be made:

(a) in cash in United States currency;

(b) subject to the consent of the Corporation at the time of exercise, by reduction in the number of shares of Common Stock otherwise deliverable upon exercise of the Option by the number of shares of Common Stock having an aggregate value equal to the total Exercise Price of the Option (or portion thereof) based on the Fair Market Value; or

(c) subject to the consent of the Corporation at the time of exercise, the Optionee may elect to receive from the Corporation cash in an amount equal to the number of shares of Common Stock subject to the Option (or portion thereof) that is being exercised multiplied by the excess of (A) the Fair Market Value over (B) the Exercise Price per share of the Option.

4.3 Withholding. If the Optionee is to experience a taxable event in connection with the receipt of shares of Common Stock pursuant to an Option exercise, the Optionee shall pay the amount equal to the federal, state and local income taxes and other amounts as may be required by law to be withheld by the Corporation prior to the issuance of such shares of Common Stock. If a cash payment is made in lieu of exercise, taxes will also be withheld as required by law. The Corporation has the right to withhold from any compensation paid to the Optionee. Notwithstanding any action the Corporation takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the Optionee's responsibility.

4.4 Issuance of Shares. Provided that the Notice of Exercise and payment of the Exercise Price delivered by the Optionee to the Corporation pursuant to Section 4, above, are in form and substance satisfactory to the Corporation, the Corporation shall issue the requisite number of shares of Common Stock registered in the name of the Optionee, the Optionee's designee (as designated in the notice of exercise), or the Optionee's legal representative, as appropriate.

5. No Rights as Shareholder. The Optionee shall not have any rights as a shareholder with respect to any shares of Common Stock subject to the Option prior to the date of the due exercise of the Option.

6. Transferability. Except as expressly provided in the Plan, the Option shall not be transferable except by will, the laws of descent and distribution or a qualified domestic relations order ("QDRO") as defined by the Internal Revenue Code or Title I of the Employee Retirement Income Security Act of 1974, as amended, or the rules thereunder. During the lifetime of the Optionee, grants under the Plan shall be exercisable only by the Optionee or by the guardian or legal representative of the Optionee or pursuant to a QDRO.

7. Adjustments. The shares of Common Stock subject to the Option may be adjusted in any manner as contemplated by Section 3.2 of the Plan.

8. Tax Matters. The Corporation (a) makes no representation or undertaking regarding the treatment of any Tax-Related Items in connection with the grant, vesting, or exercise of the Option or the subsequent sale of any shares issued upon exercise of the Option; and (b) has not structured the Option to reduce or eliminate the Optionee's liability for Tax-Related Items. The Optionee acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying shares and that the Optionee should consult a tax advisor prior to such exercise or disposition.

9. Compliance with Law. (a) The exercise of the Option and the issuance and transfer of shares of Common Stock shall be subject to compliance by the Corporation and the Optionee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Corporation's shares of Common Stock may be listed.

(b) The exercise of each Option granted under the Plan is subject to the condition that if, at any time the Corporation shall determine in its discretion that the listing, registration, or qualification of any shares of Common Stock otherwise deliverable upon such exercise upon any securities exchange or under any State or Federal law, or the consent or approval of any regulatory body, is necessary or desirable as a condition of, or in connection with, such exercise or the delivery or purchase of shares thereunder, then, in any such event such exercise shall not be effective unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Corporation in its sole discretion. Any such postponement shall not extend the time within which the Option may be exercised; and neither the Corporation nor its directors or officers shall have any obligation or liability to the Optionee or to a beneficiary or legal representative of the Optionee with respect to any shares of Common Stock as to which the Option shall lapse because of such postponement.

10. Notices. Any notice required to be delivered to the Corporation under this Agreement shall be in writing and addressed to the Chief Financial Officer of the Corporation at the Corporation's principal corporate offices. Any notice required to be delivered to the Optionee under this Agreement shall be in writing and addressed to the Optionee at the Optionee's address as shown in the records of the Corporation. In the event that Optionee elects to exercise its Option pursuant to Section 4.2(b) or (c) of this Agreement, Optionee shall deliver the requisite Notice of Exercise to the Chief Financial Officer of the Corporation via email. Either party may designate another address in writing (or by such other method approved by the Corporation) from time to time.

11. Governing Law. This Agreement will be construed and its provisions enforced and administered in accordance with and under the laws of the State of Connecticut except to the extent that such laws may be superseded by any Federal law.

12. Options Subject to Plan. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

13. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Corporation and upon the Optionee and the Optionee's beneficiaries, executors, administrators and the person(s) to whom the Option may be transferred pursuant to Section 6 of this Agreement.

14. Amendment. Under certain circumstances, as set forth in Sections 3.3 and 3.4 of the Plan, the Corporation has the right to amend the Plan and the Options; *provided*, that no such action shall alter or impair any right or obligations under the Option without the Optionee's consent, except as required under applicable law.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

16. Acceptance. The Optionee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Optionee has read and understands the terms and provisions of the Plan and this Agreement, and accepts the Option subject to all of the terms and conditions of the Plan and this Agreement. The Optionee hereby agrees to accept as binding, conclusive, and final all decisions, determinations and interpretations of the Board of Directors upon any questions arising under the Plan.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ACME

UNITED CORPORATION

By: _____

Name:

Title:

OPTIONEE

EXHIBIT A

Form of Notice of Exercise

NOTICE OF EXERCISE

Under the 2017 Non-Salaried Director Stock Option Plan

Date of Exercise: _____

Ladies and Gentlemen:

This constitutes notice to Acme United Corporation (“Acme”) under my stock option referred to below that I elect to purchase the number of shares of Common Stock (the “Shares”) for the price set forth below.

Option Information

Stock option dated: _____

Number of shares as to
which option is exercised: _____

Exercise price: \$ _____

Shares to be
issued in name of: _____

Instructions to Optionholder: There are three methods by which you may exercise your option. The first, Method 1, is the traditional form of exercise in which you pay the full exercise price of the option in cash and then receive Shares in the amounts set forth under “Option Information,” above. If you choose Method 1 below, do not complete the information required in Methods 2 and 3.

Alternatively, you can choose either (but not both of) a net share exercise (Method 2) or a pure cash settlement (Method 3). Either of these methods would eliminate the necessity of your making an out of pocket cash payment to Acme to exercise your option. If you choose Methods 2 or 3, the value of the Shares will be calculated using the Fair Market Value of shares of Acme Common Stock determined in the manner set forth in Section 1.6 (e) of Acme’s 2017 Non-Salaried Director Stock Option Plan. *Note: In Methods 2 or 3, your choice is subject to Acme’s consent at the time of exercise.*

If you choose Methods 2 or 3, you must deliver this exercise notice by email to the Chief Financial Officer of Acme.

Method 1. Standard Exercise. *This method involves the payment of the option exercise price in full in cash and receipt of the full amount of Shares.*

I enclose cash payment in full of the total exercise price for the Shares in the following amount as authorized by the related Stock Option Agreement: \$ _____

Method 2. Net Share Exercise. This method will enable you to avoid paying the exercise price of the option in cash; the option will be settled in shares. By choosing this method, you authorize Acme to decrease the number of the Shares to be delivered to you by the number of Shares having an aggregate value equal to the total exercise price of your option, calculated as follows:

Fair Market Value A \$ _____
Exercise Price B \$ _____
Shares C _____
Total Value to be Received (A-B)*C \$ _____

Divided by Fair Market Value
equals # Shares to be delivered _____

Method 3. Cash Settlement. This method will enable you to avoid paying the exercise price of the option in cash; the option will be settled in cash. By choosing this method, you authorize Acme to deliver to you cash in an amount equal to the value of the Shares subject to the option, less the total exercise price of the option, calculated as follows:

Fair Market Value A \$ _____
Exercise Price B \$ _____
Shares C _____
Total Value to be Received (A-B)*C \$ _____

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the related Stock Option Agreement and Acme's 2017 Non-Salaried Director Stock Option Plan and (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of my option.

[Optionee Name]

Signature

If Methods 2 or 3 are selected:

Agreed to and approved:

ACME UNITED CORPORATION

By: _____

Name:

Title:

Consent of Marcum LLP, Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement of Acme United Corporation on Form S-8 of our report dated March 10, 2017, with respect to our audits of the consolidated financial statements of Acme United Corporation as of December 31, 2016 and 2015 and for the years then ended, appearing in the Annual Report on Form 10-K of Acme United Corporation for the year ended December 31, 2016.

/s/ Marcum LLP
Marcum LLP
New Haven, Connecticut
August 31, 2017
