

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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2022

OR

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

For the Transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File No. 001-05672

ITT INC.

Incorporated in the State of Indiana  
(State or Other Jurisdiction of Incorporation or Organization)

81-1197930  
(I.R.S. Employer Identification No.)

100 Washington Boulevard, 6<sup>th</sup> Floor  
Stamford, Connecticut 06902  
(Principal Executive Office)  
Telephone Number: (914) 641-2000

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$1.00 per share	ITT	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  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       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 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes  No

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b).

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

The aggregate market value of common stock of the registrant held by non-affiliates of the registrant on June 30, 2022 was approximately \$5.5 billion. As of February 13, 2023, there were 82.7 million shares of the registrant's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's Definitive Proxy Statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A for its 2023 Annual Meeting of Shareholders are incorporated by reference in Part II and Part III of this Form 10-K.

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## WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the U.S. Securities and Exchange Commission (the SEC). The SEC maintains a website at [www.sec.gov](http://www.sec.gov) on which you may access our SEC filings. In addition, we make available free of charge at [www.itt.com/investors](http://www.itt.com/investors) copies of materials we file with, or furnish to, the SEC as soon as reasonably practical after we electronically file or furnish these reports, as well as other important information that we disclose from time to time. In addition, in certain sections of this Annual Report on Form 10-K we refer readers to additional information that is contained on our website, or that can be accessed through our website. The information on our website, including the materials we are specifically referencing, do not constitute a part of this Annual Report on Form 10-K. We have included our website address only as an inactive textual reference and do not intend it to be an active link to our website.

Our corporate headquarters is located at 100 Washington Boulevard, 6th Floor, Stamford, Connecticut 06902 and the telephone number of this location is (914) 641-2000.

## FORWARD-LOOKING AND CAUTIONARY STATEMENTS

Some of the information included herein includes forward-looking statements intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. These forward-looking statements are not historical facts, but rather represent only a belief regarding future events based on current expectations, estimates, assumptions and projections about our business, future financial results, the industry in which we operate, and other legal, regulatory and economic developments. These forward-looking statements include, but are not limited to, future strategic plans and other statements that describe the company's business strategy, outlook, objectives, plans, intentions or goals, and any discussion of future events and future operating or financial performance.

We use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," "target," "future," "may," "will," "could," "should," "potential," "continue," "guidance" and other similar expressions to identify forward-looking statements. Forward-looking statements are uncertain and, by their nature, many are inherently unpredictable and outside of ITT's control, and are subject to known and unknown risks, uncertainties and other important factors that could cause actual results to differ materially from those expressed or implied in, or reasonably inferred from, such forward-looking statements.

Where in any forward-looking statement we express an expectation or belief as to future results or events, such expectation or belief is based on current plans and expectations of our management, expressed in good faith and believed to have a reasonable basis. However, we cannot provide any assurance that the expectation or belief will occur or that anticipated results will be achieved or accomplished.

Among the factors that could cause our results to differ materially from those indicated by forward-looking statements are risks and uncertainties inherent in our business including, without limitation:

- volatility in raw material prices and our suppliers' ability to meet quality and delivery requirements;
  - uncertain global economic and capital markets conditions, which have been influenced by the COVID-19 pandemic, the Russia-Ukraine war, inflation, uncertainty regarding the U.S. federal government's debt limit, changes in monetary policies, the threat of a possible global economic recession, trade disputes between the U.S. and its trading partners, political and social unrest, and the availability and fluctuations in prices of energy and commodities, including steel, oil, copper and tin;
  - impacts on our business stemming from the COVID-19 pandemic, including from government-mandated site closures, employee illness and absenteeism, and continued supply chain disruptions and raw material shortages, which has resulted in increased costs and reduced availability of key commodities and other necessary services;
  - our inability to hire or retain key personnel;
  - fluctuations in foreign currency exchange rates and the impact of such fluctuations on our revenues, customer demand for our products and on our hedging arrangements;
  - failure to manage the distribution of products and services effectively;
  - fluctuations in interest rates and the impact of such fluctuations on customer behavior and on our cost of debt;
  - failure to compete successfully and innovate in our markets;
  - failure to protect our intellectual property rights or violations of the intellectual property rights of others;
  - the extent to which there are quality problems with respect to manufacturing processes or finished goods;
-

- the risk of cybersecurity breaches or failure of any information systems used by the Company, including any flaws in the implementation of any enterprise resource planning systems;
- loss of or decrease in sales from our most significant customers;
- risks due to our operations and sales outside the U.S. and in emerging markets, including the imposition of tariffs and trade sanctions;
- fluctuations in demand or customers' levels of capital investment and maintenance expenditures, especially in the energy, chemical and mining markets;
- the impacts on our business from Russia's war with Ukraine, and the global response to it;
- the risk of material business interruptions, particularly at our manufacturing facilities;
- risk of liabilities from past divestitures and spin-offs;
- failure of portfolio management strategies, including cost-saving initiatives, to meet expectations;
- risks related to government contracting, including changes in levels of government spending and regulatory and contractual requirements applicable to sales to the U.S. government;
- fluctuations in our effective tax rate, including as a result of the passage of the Inflation Reduction Act of 2022 and other possible tax reform legislation in the U.S. and other jurisdictions;
- changes in environmental laws or regulations, discovery of previously unknown or more extensive contamination, or the failure of a potentially responsible party to perform;
- failure to comply with the U.S. Foreign Corrupt Practices Act (or other applicable anti-corruption legislation), export controls and trade sanctions;
- risk of product liability claims and litigation; and
- changes in laws relating to the use and transfer of personal and other information.

Refer to Item 1A, [Risk Factors](#) for more information on factors that could cause actual results or events to differ materially from those anticipated and disclosed within this Annual Report on Form 10-K, our Quarterly Reports on Form 10-Q and in other documents we file from time to time with the SEC.

The forward-looking statements included in this Annual Report on Form 10-K speak only as of the date of this report. We undertake no obligation (and expressly disclaim any obligation) to update any forward-looking statements, whether written or oral or as a result of new information, future events or otherwise.

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## PART I

### ITEM 1. DESCRIPTION OF BUSINESS

(Amounts reported in this Annual Report on Form 10-K, except per share amounts, are stated in millions unless otherwise specified. References herein to "ITT," "the Company," and such words as "we," "us," and "our" include ITT Inc. and its subsidiaries on a consolidated basis, unless the context otherwise indicates.)

#### COMPANY OVERVIEW

ITT is a diversified manufacturer of highly engineered critical components and customized technology solutions primarily for the transportation, industrial and energy markets. We manufacture components that are integral to the operation of equipment, systems and manufacturing processes in these key markets. Our products provide enabling functionality for applications where reliability and performance are critically important to our customers and the users of their products. We operate through three primary segments: Motion Technologies (MT), Industrial Process (IP), and Connect & Control Technologies (CCT).

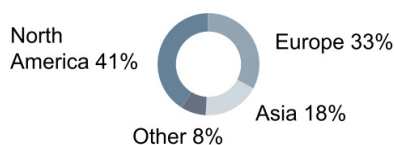
#### 2022 COMPANY SNAPSHOT

- |  |  |
|--|--|
| • \$3.0 billion of sales across approx. 125 countries  | • Approx. 10,300 employees in 38 countries |
| • Global presence with 67% of revenue outside the U.S. | • Balanced and diversified portfolio       |

#### Revenue by Segment (2022)



#### Revenue by Geography (2022)



MT is a global manufacturer of highly engineered and durable brake pads, shock absorbers and damping technologies for the automotive and rail markets. IP is a global manufacturer of industrial pumps, valves, and monitoring and control systems, and provides aftermarket services for the energy, chemical and petrochemical, pharmaceutical, general industrial, mining, pulp and paper, food and beverage, and biopharmaceutical markets. CCT is a global designer and manufacturer of harsh-environment connectors and critical energy absorption and flow control components, primarily for the aerospace, defense and industrial markets. For additional segment information, see [Segment Information](#) section.

#### Business Model and Strategy

Our businesses share a common, repeatable operating model centered on our engineering capabilities. Each business applies its technology and engineering expertise to solve our customers' most pressing challenges. Our technological applications foster an ongoing business relationship with our customers which provides us with unique insight into our customers' requirements while enabling us to develop solutions to better assist our customers achieve their business goals. Our technology and customer intimacy together provide opportunities to capture recurring revenue streams, aftermarket opportunities and long-lived platforms from original equipment manufacturers (OEMs).

We create long-term stakeholder value through our four strategic priorities of customer centricity, operational excellence, effective capital deployment, and sustainability and innovation. Our strategy is designed to achieve premier financial performance by combining profitable growth with operational improvements, while keeping our customers at the center of everything we do.

Our operational focus centers on safety, quality, on-time delivery and productivity. We are on a journey to establish a higher performance culture that goes beyond the factory floor to improve the efficiency and effectiveness of all critical processes in the value chain. These initiatives encompass not only continuous improvement principles,

but also leadership, talent and cultural aspects. For additional information, refer to [Human Capital Management](#) below.

We believe ITT has the opportunity to continue to expand geographically, enhance existing products and develop new products, improve our market position and increase earnings through organic growth and targeted acquisitions. We are expanding in international markets and investing in new products that leverage our deep engineering capabilities. We continue to evaluate investments that will enable us to strategically and efficiently deploy capital, including close-to-core acquisitions that have unique and differentiated products, services and technologies. Effective capital deployment, including resource optimization and a disciplined focus on cash flow management, are a major part of how we plan to achieve our strategy and deliver strong shareholder returns.

### Primary Businesses and Brands

Our businesses are committed to quality, reliability, durability and engineering excellence. Our brands have a strong international presence across many emerging markets, including China, India, Mexico, Brazil and Saudi Arabia.

#### OUR KEY BRANDS

MT	<ul style="list-style-type: none"> <li>• ITT Friction Technologies</li> <li>• Axtone</li> </ul>	<ul style="list-style-type: none"> <li>• KONI</li> <li>• Novitek</li> </ul>	<ul style="list-style-type: none"> <li>• Wolverine Advanced Materials</li> <li>• GALT.</li> </ul>
IP	<ul style="list-style-type: none"> <li>• Goulds Pumps®</li> <li>• PRO Services®</li> <li>• Rheinhütte Pumpen</li> </ul>	<ul style="list-style-type: none"> <li>• Bornemann®</li> <li>• C'treat®</li> <li>• Habonim</li> </ul>	<ul style="list-style-type: none"> <li>• Engineered Valves®</li> <li>• i-ALERT®</li> </ul>
CCT	<ul style="list-style-type: none"> <li>• Cannon®</li> <li>• Aerospace Controls</li> <li>• Neo-Dyn® Process Controls</li> </ul>	<ul style="list-style-type: none"> <li>• VEAM®</li> <li>• Enidine®</li> <li>• Conoflow®</li> </ul>	<ul style="list-style-type: none"> <li>• BIW Connector Systems®</li> <li>• Compact Automation®</li> <li>• Matrix Composites</li> </ul>

### Environmental, Social & Governance

Environmental, social & governance (ESG) practices play an essential role in our business and operating strategies and are firmly rooted in how we do business and in our daily decisions. Our products, manufacturing processes and innovations reflect our drive to contribute to global sustainability. We believe ingrain ESG priorities into our strategy will not only drive long-term growth and shareholder value, but it is also simply the right thing to do.

#### Environmental

We recognize climate change is a global crisis and we are committed to doing our part to reduce environmental impacts. Our approach to environmental stewardship falls into three categories:

- Development of innovative products that help customers reduce their emissions and achieve their sustainability goals;
- Investment in technologies to reduce CO<sub>2</sub> emissions, waste sent to landfills and water usage;
- Development of a credible path to carbon neutrality through our Reduce–Avoid–Offset framework, in which we seek to reduce our carbon footprint and commit to renewable energy.

We partner with our customers to solve challenging problems and deliver best-in-class solutions. ITT's products enable our customers to operate more efficiently, reduce their total cost of ownership and produce sustainable, environmentally impactful technologies.

At the same time, it is a business imperative for us to ensure our operations are efficient, sustainable and environmentally conscious. In 2021, we developed our Reduce–Avoid–Offset framework through which we are pursuing our goal of reducing greenhouse gas emissions. The framework will drive the creation of our path to carbon neutrality and we expect to reduce our global Scope 1 and 2 emissions for all of ITT by 10% by the end of 2026, compared to 2021.

We are subject to stringent federal, state, local, and foreign environmental laws and regulations concerning air emissions, water discharges and waste disposal. In the U.S., these include, but are not limited to, the Federal Clean Air Act, the Clean Water Act, the Resource, Conservation and Recovery Act, and the Comprehensive Environmental

Response, Compensation and Liability Act. We closely monitor our environmental responsibilities, together with trends in environmental laws. Separate from our Reduce–Avoid–Offset framework, we have established an internal program to assess compliance with applicable environmental requirements at our facilities. The program, which includes periodic audits of many of our locations, including our major operating facilities, is designed to identify problems in a timely manner, correct deficiencies and prevent future noncompliance. ITT's environmental liabilities are, for the most part, not associated with current operating facilities (only two of ITT's 28 environmental matters are associated with active operating sites). Additionally, ITT's diligent approach to remediation has resulted in a reduction in the number of ongoing environmental remediation matters by approximately 50% over the past seven years.

Environmental laws and regulations are subject to change, and the nature and timing of such changes, if any, is difficult to predict. To minimize our exposure, we have purchased insurance protection against certain environmental risks arising from our business activities. As actual costs incurred at identified sites in future periods may vary from our current estimates given the inherent uncertainties in evaluating environmental exposures, it is not possible to reasonably predict the outcome of these uncertainties or any resulting impact on our financial statements.

For additional information regarding environmental matters, see "[Critical Accounting Estimates](#)" within Item 7, [Management's Discussion and Analysis](#), and Note 20, [Commitments and Contingencies](#), to the Consolidated Financial Statements.

#### *Social*

We recognize that sustainable performance and growth are made possible only through the efforts of our dynamic, diverse team of over 10,000 ITTers. Given this, one of our most important commitments as a company is to create an engaging, inspiring place to work and drive actions that enable every individual's full potential and performance. Refer to the "[Human Capital Management](#)" section below for further information.

#### *Governance*

Our Board of Directors (the "Board") is composed of highly experienced and diverse individuals. The role of the Board is to oversee the affairs of the Company, including those pertaining to ESG, and to ensure the overall success of the business. ITT's Board believes in strong corporate governance and is committed to sound principles and practices. Meanwhile, our ethics and compliance and enterprise risk management programs, and ongoing shareholder engagement, help us to understand key risks and market trends as an organization and deploy resources appropriately to meet our current and future needs. ITT has been an early adopter of many of the most significant governance advances over the last two decades, including majority voting for uncontested director elections, proxy access bylaws, an independent Board Chair and shareholder rights to call a special meeting.

While we are proud of the strides we have made with respect to our ESG efforts to date, we will continue looking for ways to improve upon these efforts to help bring additional value to our employees, customers, communities and business. For further information regarding our ESG commitment, refer to our *ITT 2022 Sustainability Report* (the "2022 Sustainability Report"), which is available on our website at [www.itt.com/sustainability](http://www.itt.com/sustainability).

#### **Human Capital Management**

We believe that sustainable performance and growth are made possible only through the efforts of our dynamic diverse team of employees. In order to continue innovating in the industries we serve, ITT remains committed to attracting and retaining top talent. We strive to make ITT an inclusive and safe workplace for all, and to create a higher performance culture with opportunities and training for all employees to develop and grow professionally and personally. In addition, we offer competitive compensation, benefits, and health and wellness programs.

As of December 31, 2022, we had approximately 10,300 employees located in 38 countries, including approximately 2,600 employees in the U.S. As of December 31, 2022, approximately 22% of our U.S. employees are represented by unions. No one unionized facility in the U.S. accounted for more than 15% of ITT's total revenues. In addition, many of our global employees are covered by collective agreements or represented by works councils or other groups. We continually focus on building strong relationships with our employees. In 2022, new three-year contracts were successfully ratified by two unions that represent the majority of our union employees in the U.S. and we have not experienced any material strikes or work stoppages in the past several years.

#### *Diversity, Equity and Inclusion*

We believe a diverse, equitable and inclusive workforce is fundamental to our success and growth. Diversity, equity and inclusion (DEI) are key business priorities for ITT and core to our values as a company. We are committed to fostering an inclusive culture that is fueled by diverse ideas and perspectives, and to leveraging these

differences in ways that positively impact our performance, the engagement of our people and the global communities in which we operate. We demonstrate our commitment to DEI through actions and we align our efforts to our strategic workplace and marketplace goals. This includes creating an environment where all ITTers can fully engage, achieve their potential and freely share ideas to guide us toward innovative thinking and better business decisions and solutions. It also includes driving practices and programs to build and support diverse representation in our employee population, including diversity with regard to race, religion, gender, disability, nationality, age, sexual orientation, ethnic background and more. We firmly believe we will create more success by continuously learning from each other's ideas, opinions and experiences. We also believe that by creating a diverse environment, we will sustain and propel our success in the global marketplace to create long-term sustainable value for all our stakeholders. For additional information about actions to drive our DEI strategy along with our diversity goals please refer to our 2022 Sustainability Report. Our 2019 Sustainability Report and our 2020 and 2021 annual supplements, all of which can be found on our website at [www.itt.com/sustainability](http://www.itt.com/sustainability), also provide information and the history of our DEI journey. In addition, to provide additional transparency regarding our commitment to diversity, our most recent EEO-1 report is available on our website at [www.itt.com/our-people/eoo-1-report](http://www.itt.com/our-people/eoo-1-report). We will post our 2022 EEO-1 report to this website when it becomes available.

#### *Health, Safety and Well-being*

At ITT, the health, safety, and well-being of our employees is our number one priority. Our Environmental, Safety, Health and Security Council provides for the systemic control of workplace risks and drives continual improvement of environmental and occupational safety and health protocols at all of our sites around the world. We challenge ourselves to continually reduce injury frequency and severity by engaging employees in our "Accept Only Zero" safety accountability system and fostering an environment where employees take responsibility for their actions and have access to tools and training to work safely together. Despite these comprehensive measures, accidents still occur. In such cases, we report the accident, its root cause and any corrective measures taken in ITT's company-wide accident reporting and tracking tool. Accident reporting and analysis helps ITT gauge the effectiveness of our safety initiatives and procedures across all sites.

The COVID-19 pandemic has magnified the importance of keeping our employees safe and healthy. As part of our on-going response to the pandemic, we have taken continued action as part of our "Ready, Safe, Go!" program to help protect our workforce. We have maintained core crisis teams and enacted safety measures at all of our sites. We also continue to use measures such as enhanced cleaning protocols, on-site rapid testing, and distribution of personal protective equipment and testing kits, to keep our employees safe. As a result of these measures, we have been able to operate our facilities as safely as reasonably possible under the circumstances.

#### *Talent Development*

In order to foster a higher-performance culture, we are committed to maintaining effective strategies to support recruiting and hiring, onboarding and training, compensation planning, performance management and professional development. We invest significant resources to develop our talent in order to remain a worldwide leader in the manufacturing of highly engineered customized products and solutions. We focus on providing meaningful, equitable career development pathways and support to help ITTers realize their career aspirations. Our development philosophy is built around a "know-do" framework which includes both formal training and experiential learning. Tailored learning programs, coaching and mentoring elevate both technical and other skills (the "know") while challenging, well-planned work experiences and global assignments prepare ITTers for current and future roles (the "do"). Successful employee development is also supported by thoughtful plans built in partnership between employees and their managers. Our development planning tools and processes ensure targeted, concrete action planning, and we promote continuous feedback and regular check-ins.

#### *Compensation and Benefits*

We provide flexible compensation and benefits programs to help meet the needs of our employees. In addition to base salaries, we offer numerous benefits for eligible employees, including annual bonuses, stock awards, a 401(k) Plan, healthcare and insurance benefits, health savings and flexible spending accounts, paid time off, family leave, flexible work schedules, retirement benefits, employee assistance programs and tuition reimbursement. ITT's pay and recognition practices leverage data to ensure our employees receive competitive, equitable salaries supported by evaluations of roles, experience, performance and union or works council agreements in select areas. Our variable incentive plans reinforce pay for performance and our strong belief in meritocracy. The majority of our employees are eligible for either a performance-based bonus or a statutory profit-sharing payment. The bonus plans align employee compensation with financial or operational results and individual performance. With respect to stock awards, we have used discretionary equity-based grants with time-based vesting conditions to facilitate the retention of key personnel, particularly those identified as high-performing talent.



## SEGMENT INFORMATION

See Note 3, [Segment Information](#), to the Consolidated Financial Statements for financial information about each of our segments.

### **Motion Technologies (MT)**

The Motion Technologies segment is a manufacturer of brake pads, shims, shock absorbers, energy absorption components and sealing technologies primarily for the transportation industry, including passenger cars and trucks, light- and heavy-duty commercial and military vehicles, buses and trains. MT consists of the following primary business units: ITT Friction Technologies, Wolverine Advanced Materials, and KONI & Axtone.

#### *ITT Friction Technologies (Friction)*

Friction manufactures a range of brake pads installed as original equipment (OE) on passenger cars (both internal combustion engine vehicles and electric vehicles) and light commercial vehicles. Demand for our products stems from a variety of end customers and automotive platforms around the world. OE brake pads are sold directly to OEMs or to Tier-1 brake manufacturers. Our OE brake pads are designed to meet customer specifications and environmental regulations, and to satisfy an array of performance standards across multiple geographies. Most automotive OEM platforms (car models) require specific brake pad formulations and have demanding quality, delivery and volume schedules. Friction anticipated the industry transition towards copper-free brake pads and is a recognized industry leader in the paradigm shift towards new brake pad formulations that are designed, developed and tested specifically for electric vehicles (EV). Success in developing brake pads for EVs has led Friction to win multiple EV platform awards with established and new OEMs.

Friction also manufactures aftermarket brake pads designed for the automotive service and repairs market. This market consists of both OE dealers, also referred to as original equipment service (OES) networks, and independent aftermarket networks. Brake pads sold within the OES network generally match the specifications of an original auto platform OE brake pad and are sold either directly to OEMs or to Tier-1 brake manufacturers, such as Continental AG (Continental), or indirectly through independent distributor channels. Our catalog of pads sold in independent aftermarket networks features technology designed to provide a range of braking performance levels.

#### *Wolverine Advanced Materials (Wolverine)*

Wolverine is a manufacturer of custom damping technologies for automotive braking systems (for both internal combustion engine vehicles and EVs) and specialized gasket sealing solutions for harsh operating environments. Wolverine sells its products, which consist primarily of brake shims and gaskets, to Tier-2 brake pad suppliers (including Friction Technologies) and to Tier-1 manufacturers. Brake shims are thin metal and rubber adhesive dampeners that fit onto the brake pad and against the brake caliper to prevent excessive noise and vibration. Gaskets are an anti-vibration and sealing solution that prevent fluid spillage in applications such as engines, transmissions, exhaust systems, fuel systems and a variety of pneumatic systems. These products are sold either as coils of rubber-coated sheet metal or stamped into finished component parts.

#### *KONI & Axtone*

The KONI & Axtone business services four main end markets: railway rolling stock for freight and passenger trains; car and racing; bus, truck and trailer; and defense.

*Railway* provides a wide range of equipment for passenger rail, locomotives, freight cars, high speed trains and light rail. Offerings include customized energy absorption solutions, hydraulic shock absorbers (primary, lateral, and inter-car), yaw dampers, springs, visco-elastic and hydraulic buffers, coupler components and crash mitigation equipment. Revenue from our rail damping systems is balanced between OE and aftermarket customers. Sales are made either directly to train manufacturers and train operators carrying out scheduled train maintenance programs or indirectly through distributors. KONI & Axtone are lifetime partners of rail customers, also offering repair and overhauling capabilities for their products.

*Car and Racing* features performance shock absorbers often using our Frequency Selective Damping (FSD) technology. FSD products generally are used by car and racing enthusiasts who desire to modify their cars for increased handling performance and comfort. KONI aftermarket car shock absorbers are sold around the world, directly to customers and through a distribution network that markets KONI products into specific geographies or customer groups. KONI shock absorbers are also incorporated into new OEM platform designs and sold to Tier-1 shock absorber manufacturers.

*Bus, Truck and Trailer*, and *Defense* manufactures hydraulic and hydro-pneumatic shock absorbers for sale to both OEM and aftermarket customers.

#### *Other Information*

MT has a global manufacturing footprint with advanced automation capabilities, with production facilities in Europe, China, North America and India.

MT competes in markets primarily served by large and well-established national and global companies. Key competitive drivers within the brake pad and brake shim businesses include technical expertise, formulation development capabilities, scale production, product performance, high-quality standards, customer intimacy, reputation and the ability to meet demanding delivery and volume schedules in a limited amount of time. We have well-established, long-term relationships with our OE and OES brake pad customers based on mutual trust, local proximity and a wide range of cooperative activities, ranging from design, to sampling, prototyping and testing phases of brake pads. MT is also a leading supplier of aftermarket brake pads within the highly fragmented global market.

Competitive drivers in MT's rail business include customer intimacy, price, technical expertise and product performance. MT's rail products are considered critical components because of safety requirements and thus they are designed specifically for different train applications and must satisfy strict compliance requirements. MT is a global leader in rail suspension components, freight coupling devices currently used in Europe and crash absorption systems.

MT's sales to Continental, a supplier to the automotive industry and MT's largest customer, represented 18% of MT's 2022 revenue. Automaker requests to use ITT brake pads in their Continental-produced braking systems (calipers) typically account for approximately half of MT's revenue from Continental. These automaker requests are generally formalized through supply agreements signed directly between MT and the automakers. The remainder of MT's sales to Continental is through a long-term agreement to supply Continental with aftermarket parts.

#### **Industrial Process (IP)**

The Industrial Process segment is an OEM and an aftermarket parts and service provider of industrial pumps, valves, plant optimization and remote monitoring systems and services. IP's products serve an extensive base of customers ranging from large multi-national companies and engineering, procurement and construction (EPC) firms to regional distributors and various other end-users. IP has a global manufacturing footprint with significant operations in the United States, South Korea, Saudi Arabia, Mexico and Germany. IP's customers operate in global infrastructure and natural resource markets such as energy, chemical and petrochemical, pharmaceutical, biopharmaceutical, general industrial, mining, pulp and paper, food and beverage, and power generation. IP's marketplace-recognized brands include Goulds Pumps®, Bornemann®, Rheinhütte Pumpen, Engineered Valves®, PRO Services®, C'treat®, i-ALERT® and Habonim.

#### *Industrial Pumps*

Industrial pumps are used by a wide array of customers and applications primarily in the chemical, energy, mining, general industrial, pharmaceutical and power generation markets. IP designs and manufactures configured-to-order and standards-based industrial pumps that are highly engineered and customized to customer needs. These products include a broad portfolio of centrifugal and twin screw positive displacement pumps that meet the following industry-recognized standards: American Petroleum Institute (API), American National Standards Institute (ANSI), ATmosphere EXplosible, European Directive 2014/34/EC (ATEX), IEC standards (IECEX) and International Organization for Standardization (ISO). Our project pumps are generally part of larger and more complex capital projects, have longer lead times than baseline pumps and are generally managed by EPC firms.

#### *Valves*

Valves are manufactured to handle a wide variety of process conditions and solve unique challenges in the biopharmaceutical, chemical, mining, power generation, pulp and paper, and general industrial markets. Our portfolio of valve products includes knife-gate valves, ball valves and hygienic and industrial diaphragm valves, marketed under the brand names EnviZion®, Cam-Line®, Cam-Tite®, Dia-Flo®, Fabri-Valve®, Pure-Flo®, Skotch®, and Habonim. Also included within our portfolio is the Integrated Sensing Platform (ISP), which is a next-generation linear position sensing technology for EnviZion® and Pure-Flo® hygienic diaphragm valves, developed specifically for the toughest applications in the biopharmaceutical and sanitary industries. New to our portfolio is Habonim, which is a designer and manufacturer of valves, valve automation and actuation for the gas distribution (including liquified natural gas), biotech and harsh application service sectors.

### *Aftermarket*

Our aftermarket solutions, which represent approximately 45% of IP's revenue, provide customers with replacement parts, services and plant optimization solutions that reduce total cost of ownership of pumps and rotating equipment. In addition to providing standard repairs, IP also develops engineered solutions for specific customer process issues. Examples include innovative technologies like PumpSmart® Control & Protection Technology and i-ALERT® Equipment Health Monitoring Devices, which remotely control and monitor pumps and other rotating equipment in an industrial environment.

### *Other Information*

IP markets its products via a global and diversified sales channel structure. Sales to independent distributors, who service end-users, account for approximately one-third of IP's revenue. We also sell directly to end-users through our customer-focused direct sales and service organization. In addition, we have focused channels dedicated to supporting EPC firms as their needs are often distinct from those of distribution and end-user customers.

The pump and valve markets we serve are highly competitive and fragmented. For most of our products, there are many regional competitors and a limited number of larger global peers. Primary customer purchase decision drivers include price, lead time and on-time performance, brand recognition, quality, breadth of product and service offerings, commercial terms, technical support and localization. Pricing can be very competitive for large projects because completed projects generate ongoing profitable aftermarket opportunities for the OE provider.

### **Connect & Control Technologies (CCT)**

The Connect & Control Technologies segment designs and manufactures a range of highly-engineered connectors and specialized products for critical applications supporting various markets including aerospace and defense, industrial, transportation (including EVs), medical and energy. CCT's products are often components on long-lived platforms that generate recurring aftermarket and replacement opportunities. CCT has organized its business around product offerings and end-user markets, with dedicated teams specializing in solutions for their specific markets, providing focused customer support and expertise.

#### *Connector Products*

The connector product portfolio includes high-performance connectors of the following types: Circular, Rectangular, Radio Frequency, Fiber Optic, D-sub Miniature, Micro-Miniature and cable assemblies. Brands include Cannon®, VEAM®, and BIW Connector Systems®, which deliver solutions to enable the transfer of data, signals and power for various end-user markets including aerospace, defense, industrial, transportation, medical and energy. These brands are known for high-performance, high-reliability solutions which withstand high temperatures and pressure and are resistant to corrosive environments. In certain harsh environment markets, our connector products are considered market leaders because of our technological capabilities, cost performance and global footprint.

Products for the commercial aerospace and defense markets include industry standards-based connectors and late-stage customized solutions. These products are designed to withstand the extreme conditions in harsh environments that are typical in aviation and military applications where reliability and safety are critical factors.

Products for the industrial markets include connectors for industrial production and transportation equipment, industrial electronics and instruments, and other industrial and medical applications. Products for the transportation markets include connectors for electric vehicle charging station applications, passenger rail and heavy-duty vehicles.

Products for the energy markets include connectors that provide power for electric submersible pumps in oil wells, reservoir monitoring instruments and electrical downhole heaters. Specific product applications include electrical power penetrators for wellheads, packers and pods that are able to accommodate various sizes and provide for multiple sealing strategies and ratings.

#### *Control Products*

The control product portfolio consists of highly engineered actuation, flow control, energy absorption, environmental control, and composite component solutions for the aerospace, defense and industrial markets.

Control products for the aerospace and defense markets include actuators, valves, pumps and switches for flow control applications, rate controls, seat recline locks and elastomer isolators for aircraft interiors, elastomeric bearings for rotorcraft vibration isolation, heaters, hoses, and composite ducting for environmental control systems,

and advanced composites for engine applications. Brands include Aerospace Controls, Enidine® and Matrix Composites.

Control products for the industrial markets include shock absorbers, wire ropes and actuators for factory and warehouse automation, regulators and switches for process control applications, seismic isolators and large bore shocks for protection of critical infrastructure, and regulators for natural gas vehicles. Brands include Enidine®, Compact Automation®, Turn-Act®, Neo-Dyn® and Conoflow®.

*Other Information*

CCT has a global production footprint, including facilities in the United States, Mexico, Germany, Italy, China and Japan, which provide close geographic proximity to key customers. CCT competes with a large number of companies in highly fragmented industries, ranging from large public multi-national corporations to small privately-held local firms, depending on the product line and region. CCT's ability to compete successfully depends upon numerous factors including quality, price, lead time, performance, brand recognition, customer service, innovation, application expertise and previous installation history. In addition, collaboration with customers to deliver a wide range of product offerings has allowed CCT to compete effectively, to cultivate and maintain strong customer relationships and to expand into new markets. CCT products are sold directly and indirectly through numerous channels, including distributors. CCT has long-lasting relationships with distributors, as many have been selling certain CCT products for decades. Sales to distributors represented approximately one-third of CCT's 2022 revenue.

**OTHER COMPANY INFORMATION**

**Key Components and Raw Materials**

All of our businesses require various manufactured components and raw materials, the availability and prices of which may fluctuate.

**MANUFACTURED COMPONENTS ASSEMBLED INTO OUR PRODUCTS**

• Motors	• Castings
• Mechanical Seals	• Machined Castings
• Metal Fabrications	• Miscellaneous Metal, Plastic, and Electronic Components

**PRIMARY RAW MATERIALS**

• Steel	• Gold	• Copper	• Nickel
• Iron	• Aluminum	• Tin	• Rubber
• Specialty Alloys, including Titanium			

Raw materials are purchased in various forms, such as sheet, bar, rod and wire stock, pellets and metal powders. We also use various specialty resins and adhesives. Raw materials, supplies and product subassemblies are purchased from third-party suppliers, contract manufacturers and commodity dealers. For most of our products, we have alternate sources of supply or such materials are readily available. However, in some instances we depend on a single source of supply, manufacturing or assembly or participate in commodity markets that may be subject to a limited number of suppliers.

Our operating results are generally exposed to fluctuations in the prices and supply constraints of raw materials and commodities due to inflation, supply chain disruptions, foreign currency fluctuations, and tariffs imposed by the U.S. and other countries. We continually monitor the business conditions of our supply chain to maintain our market position and to avoid potential supply disruptions. During 2022, we experienced, and continue to experience, significant disruptions to our supply chain caused primarily by congested shipping ports around the world and the COVID-19 pandemic. These supply chain challenges have resulted in shortages of materials, including commodities such as steel, and other components that we use in our production processes. In 2022, decreased availability of raw materials and component parts adversely affected our ability to deliver products to our customers. Because of the rising demand for raw materials globally, we have experienced significant increases in prices and shipping costs, which impacted our financial results. See Item 7, [Management's Discussion and Analysis](#) for additional information. We have been able to partially mitigate the impact of this inflation via fixed-price supply contracts with suppliers, price increases to customers and productivity savings. We typically acquire materials and components through a

combination of blanket and scheduled purchase orders to support our materials requirements for an average of four to eight weeks, with the exception of some specialty materials. In limited circumstances, we may have to obtain scarce components for higher prices on the spot market, which may have a negative impact on our results. We also acquire certain inventory in anticipation of supply constraints or enter into longer-term pricing commitments with vendors to improve the priority, price and availability of supply. We evaluate hedging opportunities to mitigate or minimize the risk of margin erosion resulting from the volatility of commodity prices. The challenges associated with supply chain disruptions, inflation and tariffs are expected to continue in 2023, and we are unable to reasonably predict when they will be resolved. As a result, we cannot provide assurance that we will not be adversely affected by materials price volatility or the availability of supplies to meet customer demand in the future.

#### **Manufacturing Methods**

Our businesses utilize two primary methods to fulfill demand for products: build-to-order and engineer-to-order.

- Build-to-order consists of assembling a group of products with the same pre-defined specifications, generally for our OEM customers. We employ build-to-order capabilities to maximize manufacturing and logistics efficiencies by producing high volumes of basic product configurations.
- Engineer-to-order consists of assembling a customized system according to a customer's individual order specifications. Engineer-to-order permits the configuration of units to meet the customized requirements of our customers.

In both cases, we offer design, integration, test and other production value-added services. Our inventory management and distribution practices in both build-to-order and engineer-to-order seek to improve customer delivery performance and minimize inventory holding periods.

#### **Intellectual Property**

Where appropriate, we seek patent protection for inventions and improvements that are likely to be incorporated into our products or where proprietary rights are expected to improve our competitive position. The highly customized application engineering embedded within our products, our proprietary rights, our knowledge capabilities and our brand recognition all contribute to enhancing our competitive position.

Although we own and control a significant number of patents, trade secrets, confidential information, trademarks, trade names, copyrights and other intellectual property rights which, in the aggregate, are of material importance to our business, management believes that our Company, as a whole, as well as each of our core segments, is not materially dependent on any one intellectual property right or related group of such rights. Patents, patent applications and license agreements will expire or terminate over time by operation of law, in accordance with their terms or otherwise. As the portfolio of our patents, patent applications and license agreements has evolved over a long period of time, we do not expect the expiration of any specific patent or other intellectual property right to have a material adverse effect on our financial statements.

#### **Research and Development**

Research and Development (R&D) is key to our strategy and is generally focused on the design of highly engineered solutions. R&D focuses on developing competitive solutions to address clear needs in the market segments we serve. In addition, we work closely with our customers to address their needs by engineering solutions to fit their particular application, thus enabling our customers to achieve their specific goals. We believe R&D is a source of competitive advantage and, in recent years, we have invested in new product innovation, including opening new innovation centers in Italy and China to support our R&D efforts. We plan to continue with these efforts in the future. R&D as a percentage of sales was approximately 3% during each of the past three years.

#### **Cyclicality and Seasonality**

Many of the businesses in which we operate are subject to specific industry and general economic cycles. We consider our connector products in our CCT segment to be an early-cycle business, meaning it generally is impacted in the early portion of an economic cycle. Our automotive and aerospace components businesses tend to be impacted in the middle portion of the cycle, and our industrial pump business typically is impacted late in the economic cycle.

Our businesses experience limited seasonal variations. Revenue impacts from the limited seasonal variations are typically mitigated by our backlog of orders that allows us to adjust levels of production across different periods.

## General Developments of the Business

### Acquisitions

Date of Acquisition	Segment	Business Acquired	Description
April 4, 2022	IP	Habonim Industrial Valves and Actuators Ltd (Habonim)	Designer and manufacturer of valves, valve automation and actuation for the gas distribution (including liquified natural gas), biotech and harsh application service sectors

Other than as described herein, there have been no significant developments since our previous Form 10-K filing. See Note 23, [Acquisitions and Investments](#), to the Consolidated Financial Statements for additional information.

## **ITEM 1A. RISK FACTORS**

We are subject to a wide range of factors that could materially affect future developments and performance. Because of these factors, past performance may not be a reliable indicator of future results. You should carefully consider, together with the other information contained in this Annual Report on Form 10-K, the risks and uncertainties described below. These risks may have a material adverse effect on our reputation, business, results of operations, financial condition, or cash flows. In addition to these risks, there may be additional risks and uncertainties that adversely affect our business, performance or financial condition in the future that are not presently known, are not currently believed to be significant or are not identified below because they are common to most or all companies.

### ***Business and Operating Risks***

**Our business has been, and may continue to be, adversely affected by raw material price volatility, a limited number of suppliers and the inability of suppliers to meet quality and delivery requirements.**

Our business relies on third-party suppliers for raw materials, components and contract manufacturing services to produce our products. Commodity prices and the prices for other raw materials necessary for production have fluctuated, and may continue to fluctuate, significantly and in 2022 the increase in raw materials and shipping costs negatively impacted our financial results. We are not always able to pass along raw material and component price increases to our customers which has impacted, and may continue to impact, our sales growth and profitability.

In addition, the supply of raw materials to ITT and to its component parts suppliers has been, and may continue to be, interrupted for a variety of reasons affecting our suppliers, including the COVID-19 pandemic, congested shipping ports around the world, production interruptions, the impaired financial condition of a particular supplier, capacity constraints, labor disputes or shortages, the ability to meet regulatory requirements and commitments to other purchasers. For most of our products, we have existing alternate sources of supply, or the required materials have historically been readily available. In limited instances, we depend on a single source of supply, manufacturing or assembly, or participate in commodity markets that may be subject to a limited number of suppliers. Although we believe we could obtain and qualify alternative sources for most sole and limited source supplier materials if necessary, the transition to an alternative source could be complex, costly, and protracted, especially if the change requires us to redesign our systems or re-qualify our products. In 2022, decreased availability of raw materials and component parts adversely affected our ability to deliver products to our customers and resulted in increased backlog.

Any further delay in our suppliers' abilities to provide us with sufficient quality or flow of materials or any supplier price increases, or any decreased availability of raw materials or commodities, could further impair our ability to deliver products to our customers or may significantly impact our profitability.

**Our operating results and our ability to maintain liquidity or procure capital have been, and may continue to be, adversely affected by unfavorable or uncertain global macroeconomic and capital market conditions.**

Adverse global macroeconomic conditions, including due to inflation, slowing growth or a recession, currency fluctuations, new or increased tariffs or barriers to trade, uncertainty regarding the federal government's debt limit, tighter credit, higher interest rates and higher unemployment can negatively impact customer confidence, spending, and demand for our products and services. In addition, these conditions can negatively impact our customers and suppliers. A downturn in the economic environment can also lead to increased credit and collectability risk or slower collection on the Company's trade receivables, increased bankruptcy risk amongst our suppliers, the failure of derivative counterparties or other financial institutions, limitations on the ability of the Company to issue new debt, reduced liquidity, declines in the fair value of the Company's financial instruments, and increased impairment risk for the Company's goodwill and intangible assets. These and other economic factors could materially adversely affect the Company's business and financial results.

Because a significant portion of our sales are to customers operating outside the U.S., our financial results have been, and may continue to be, adversely impacted by foreign currency fluctuations, which are influenced by changes in global macroeconomic conditions. The primary foreign currencies to which we have exposure are the Euro, Chinese renminbi, Czech koruna, South Korean won, Saudi riyal and Hong Kong dollar. Any significant change in the value of currencies of the countries in which we do business relative to the value of the U.S. dollar could reduce our revenue and adversely impact our ability to sell products or control costs. In addition, our international subsidiaries report their results of operations and financial position in their respective local currencies (i.e., functional currencies), which are then translated into U.S. dollars for financial reporting purposes. As the relationship between these foreign currencies and the U.S. dollar changes, our financial results have been, and may

continue to be, adversely affected upon translation. From time to time, we enter into derivative contracts to hedge some of our foreign currency exposures. However, our hedging strategy may fail to reduce our exposure and could even result in an unfavorable impact to our financial results. Refer to Note 22, [Derivative Financial Instruments](#), for further information.

During 2022, there has been a continued deterioration in global macroeconomic conditions, which has been caused by a number of factors, including the ongoing challenges posed by the COVID-19 pandemic and the Russia-Ukraine war. Adverse changes to macroeconomic conditions could jeopardize counterparty obligations with our customers and may reduce funds available for our customers to pay for our products and services for a prolonged and perhaps unknown period of time. These factors have resulted and may continue to result in customers extending terms for payment or failing to timely pay accounts when due and may result in us having higher customer receivables with increased risk of default. We have experienced and expect to continue to experience volatility in revenues, operating results and profitability primarily as a result of these uncertain global macroeconomic and capital market conditions.

Continued instability in the geopolitical environment and global credit markets may put further pressure on global macroeconomic conditions. If these conditions, or the economic conditions in the key markets or regions in which we operate, do not improve, we may continue to experience material adverse impacts on our financial results.

**We have been and continue to be negatively impacted by the COVID-19 pandemic and its related impacts to our employees, operations, customers, and suppliers.**

The COVID-19 pandemic and the resulting measures enacted by federal, state and local, and foreign governments to contain the pandemic have caused, and continue to cause, significant disruptions in our businesses and in the global industries where we operate. These disruptions have had, and may continue to have, a material adverse effect on our financial condition and results of operations due to the occurrence of the following:

- government-mandated site closures, the impact of potential travel restrictions and stay-in-place restrictions, including those resulting from China's "zero-COVID" policy, and employee illness and absenteeism;
- missed or late customer deliveries due to labor shortages or disruptions in our global supply chain as a result of congested shipping ports around the world, delayed supplier deliveries, supplier performance or financial concerns, or the inability to procure supplier inputs at reasonable prices or at all; and
- delays in collections or an inability to collect on customer receivables, including due to customer bankruptcy.

The ultimate impact of the COVID-19 pandemic on our operations and financial performance will depend on future developments that are not within our control, including, but not limited to, the severity and duration of a resurgence of COVID-19 or new variants, the availability and effectiveness of vaccines or other medical remedies against new variants, the extent to which people continue to work from home, vaccine mandates and their effect on our workforce, restrictions on or people's attitudes towards travel and the ongoing pace of economic recovery. At this time, we cannot predict the duration or full magnitude of the COVID-19 pandemic, the various governmental containment measures or the resulting disruptions to our markets and our global business. The longer the pandemic continues, including as a result of a resurgence of the virus or the emergence of a more severe strain of the virus, the more likely that the foregoing risks will be realized and that other negative impacts on our business will occur, including some that we are unable to currently predict.

**The industries in which we operate are experiencing a skilled labor shortage and if we are unable to hire and retain key personnel, including engineering talent and senior management talent, our ability to operate or grow our business could be negatively impacted.**

The manufacturing industry is currently experiencing a skilled labor shortage. This shortage has created difficulties for the Company in attracting and retaining factory employees, in meeting customer demand and in controlling labor costs. We currently have a significant number of open positions and we expect this to remain so in 2023. A failure to attract or retain engineering and other highly skilled personnel could adversely affect our operating results, our ability to deliver products and services to our customers and our ability to grow our business. Our future success will continue to depend, to a significant extent, on our ability to attract or retain engineers, senior management, our skilled labor source and other key personnel, which will depend on our ability to offer competitive compensation, training, flexibility and other benefits that our current and prospective employees desire.



**Failure to provide high quality and reliable products, innovate or respond to competitors in our markets or protect our intellectual property rights could adversely impact our business and financial results.**

We believe the principal points of competition in our markets are product performance, reliability and innovation, application expertise, enforcement of intellectual property rights, brand reputation, energy efficiency, product life cycle cost, timeliness of delivery, proximity of service centers, effectiveness of distribution channels and price.

We manufacture key components that are integral to the operation of systems and manufacturing processes in the markets we serve. The reliability and performance of our products are critically important to our customers and the users of their products. Accordingly, quality is extremely important to us and our customers due to the potentially costly consequences of product failure. Our quality certifications, including products manufactured to military specifications, are critical to the marketing success of our goods and services. Our success in part depends on our ability to attract and retain skilled engineers and to manufacture to exact tolerances precision-engineered components, subassemblies and finished devices from multiple materials. If our components fail to meet these standards or fail to adapt to evolving standards, we could damage our reputation as a manufacturer of high-quality components, which could hurt our ability to remain competitive and result in a loss of customers, market share or product sales.

Maintaining and improving our competitive position will require continued investment by us in manufacturing, research and development, engineering, marketing, customer service and support, and our distribution networks. Insufficient investment in these areas may result in a failure to maintain our competitive position. In addition, our existing competitors, or potential new competitors, may develop products that are cheaper and/or superior to our products, or may develop more efficient or effective methods of providing products and services or may adapt more quickly than we do to new technologies or evolving customer requirements. These pressures may result in us having to take actions, such as adjusting the prices of certain products, in order to stay competitive.

Obtaining, maintaining and enforcing our proprietary rights is another factor that is critical to the success of our business and our ability to remain competitive. For certain products and manufacturing processes, we rely on patents, trademarks, trade secrets, non-disclosure agreements and other contracts to protect these rights. These contracts may be breached, or may not prevent competitors from independently developing or selling similar products. In addition, during the normal course of business, we could unintentionally infringe or violate the proprietary rights of others. Intellectual property litigation could be time consuming for management, and could result in significant legal expense to either pursue claims against others, or to defend ourselves. If we are unable to protect our patents, trademarks, or other proprietary rights, or if we infringe or violate the rights of others, our ability to remain competitive could be adversely impacted.

If we are unable to maintain our competitive position, our business, results of operations or financial condition could be materially adversely affected.

**Our operations could be disrupted and our business could be materially and adversely affected by our inability to prevent, detect or adequately respond to cybersecurity breaches.**

The efficient operation of our business is dependent on information technology (IT) systems, some of which are managed by third parties. In the ordinary course of business, we collect and store confidential information, including proprietary business information belonging to us, our customers, suppliers, business partners and other third parties, and personally identifiable information of our employees.

Our information technology systems and those of third party service providers may be susceptible to damage, disruptions or shutdowns due to power outages, hardware failures, telecommunication failures, cyber-attacks and user errors. Although we actively manage the risks to our information systems that are within our control, we can provide no assurance that our actions or those of our third party service providers will be successful in eliminating or mitigating risks to our systems, networks or data. If we experience a disruption in our information technology systems, it could result in the loss of sales and customers and significant incremental costs, which could materially adversely affect our business. Even the most well-protected information systems are vulnerable to internal and external security breaches including, but not limited to, those by computer hackers and cyber terrorists utilizing techniques such as phishing, ransomware or denial of service attacks. As a provider of products and services to government and commercial customers, and particularly as a government contractor, we are subject to a heightened risk of security breaches caused by computer viruses, illegal break-ins or hacking, sabotage, or acts of vandalism, including by foreign governments and cyber terrorists. Furthermore, information technology security threats are increasing in sophistication, intensity and frequency. A security breach may occur, including breaches that we may be unable to detect. The unavailability of our information systems, the failure of these systems to

perform as anticipated for any reason or any significant breach of security could cause significant disruption to our business or could result in decreased performance and increased costs.

The processing and storage of certain information is increasingly subject to privacy and data security regulations, and many such regulations are country-specific. The interpretation and application of data protection laws in the U.S., Europe, and elsewhere are uncertain, evolving and may be inconsistent across jurisdictions. Compliance with these various laws may be onerous and require us to incur substantial costs or to change our business practices in a manner that adversely affects our business, while failure to comply with such laws may subject us to substantial penalties.

If we are unable to protect sensitive information, our customers or governmental authorities could question the adequacy of our security processes and procedures and our compliance with evolving privacy and data security regulations and government cyber security requirements for government contractors, potentially causing us to lose business. A breach could also result in the loss of our intellectual property, potentially impacting our long-term capability to compete for sales of affected products. In addition, a breach of security of our information systems could result in litigation, regulatory action and potential liability, as well as increased costs to implement further information security measures. If we are unable to prevent, detect or adequately respond to cyber security breaches, our operations could be disrupted, our reputation could be harmed and our business could be materially and adversely affected.

**The Company's ability to manage its business and monitor results is highly dependent upon information and communication systems, and a failure of these systems, including flaws in the implementation of any enterprise resource planning (ERP) systems, could adversely impact our business or financial results.**

The Company is dependent upon a variety of information technology IT systems, including ERP and communication systems, to operate its business. Over the past several years, we have been implementing new ERP systems at many of our sites, including within our shared services subsidiary, and we expect these ERP implementations to continue for the next several years. These ERP implementations have required and will continue to require significant investment in capital and deployment of human resources. Potential flaws in implementing ERP systems or in the failure of any portion or module of the ERP systems may pose risks to our ability to operate successfully and efficiently. In addition, failure to implement the appropriate internal controls with respect to new ERP systems may result in the ERP systems producing inaccurate or unreliable information. Any disruptions, delays or deficiencies in the design or implementation of the new ERP systems or related internal controls, or in the performance of legacy IT systems, could adversely affect the Company's ability to effectively manage its business, which could adversely affect the Company's reputation, competitive position and financial results.

**A significant portion of our revenue is derived from a single customer. Loss of this customer, a loss of business with this customer, or a reduction in this customer's market share, could adversely impact our financial results.**

Sales to Continental, a supplier to the automotive industry and ITT's largest customer, were approximately 8% of our total revenue in 2022. Requests by automakers to use ITT brake pads in their Continental-produced braking systems (calipers) typically account for approximately half of MT's revenue from Continental. These automaker requests are generally formalized through supply agreements signed directly between MT and the automakers. The remainder of MT's sales to Continental is generated from a 10-year agreement to supply Continental with aftermarket parts, which is set to expire on December 31, 2023. We are currently in discussions with Continental to renew this agreement, which we anticipate reaching in 2023. The loss of this customer, failure to renew this long-term aftermarket agreement on terms at least as favorable as the current contract or at all, or a reduction in this customer's market share could have a material adverse effect on our business, results of operations or financial condition.

**Due to our operations and sales outside of the U.S., we are subject to inherent business risks, including the imposition of tariffs, which may adversely affect our financial results.**

Our international operations, including U.S. exports, comprise a growing portion of our operations and are a strategic focus for continued future growth. Our sales in emerging markets such as Mexico, South America, China, and the Middle East have been increasing. In 2022, 67% of our total sales were to customers operating outside of the United States compared to 70% in 2021. Our sales from international operations and export sales are subject to varying degrees of risks inherent in doing business outside of the United States. These risks include the following:

- possibility of unfavorable circumstances arising from host country laws or regulations;

- restrictions, regulations, or tax liabilities on currency repatriation;
- fluctuations in foreign exchange rates;
- potential negative consequences from changes to taxation policies;
- the disruption of operations from labor and political disturbances;
- war or geopolitical instability in regions where we operate;
- our ability to hire and maintain qualified staff in these regions; and
- changes in tariffs and trade barriers, sanctioned countries and individuals, and import and export licensing requirements.

Our operations in emerging markets could involve additional uncertainties such as challenges in our ability to protect our intellectual property, pressure on the pricing of our products, and risks of political instability. Governments of emerging market countries may also impose limitations or prohibitions on our ability to repatriate funds, impose or increase withholding or other taxes on remittances and other payments to us, seek to nationalize our assets, or impose or increase investment barriers or other restrictions that may adversely affect our business.

Beginning in 2018, the U.S. government undertook a series of actions to increase tariffs on certain goods imported into the U.S., including steel and aluminum, and in response certain governments, including China, imposed retaliatory tariffs on various goods, including on certain goods we sell into China. These tariffs have negatively impacted demand for our products as well as the cost of certain parts and materials that we purchase from vendors located in China. We have been mitigating, and will continue attempting to mitigate, the impact of these tariffs by lowering input costs through efficient utilization of our global manufacturing footprint, supplier and customer negotiations, and diversification strategies. However, we expect that continued trade disputes between the U.S. and China and other countries, and other governmental actions related to tariffs or international trade agreements or policies may continue to adversely impact demand for our products as well as our costs.

The cost of compliance with increasingly complex and often conflicting regulations worldwide can also impair our flexibility in modifying product, marketing, pricing or other strategies for growing our businesses, as well as our ability to improve productivity and maintain acceptable profit margins.

**Our business is impacted by our customers' levels of capital investment, maintenance expenditures and market cyclical, particularly in the energy, chemical, and mining markets.**

Demand for certain of our products and services, particularly in our IP business, depends on the level of capital investment and planned maintenance expenditures of our customers which, in turn, depend on general economic conditions, availability of credit, economic conditions within their respective industries, volatility in commodity prices, expectations of future market behavior and their liquidity and financial position. The ability of our customers to finance capital investment and maintenance may also be affected by factors independent of the conditions in their industries, such as the condition of global credit and capital markets. Accordingly, some of our customers have chosen to postpone capital investment and maintenance, and may continue doing so in the future, potentially even during favorable conditions in their industries or markets, which has led, and may continue leading, to a delay or cancellation of orders.

Our customer's businesses, particularly those in the energy, chemical and mining industries, which represented approximately 9%, 9%, and 3%, respectively, of our 2022 revenue, are to varying degrees cyclical and have experienced, and may in the future experience, periodic downturns of varying severity. For example, the volatility of the energy market has generally been dependent upon the prevailing view of future gas and oil prices, which are influenced by numerous supply and demand factors, including availability and cost of capital, global and domestic economic conditions, environmental regulations, policies of the Organization of the Petroleum Exporting Countries (OPEC) countries and Russia and other factors. Our customers in these industries, particularly those whose demand for our products and services is primarily profit-driven, historically have tended to delay large capital projects, including expensive maintenance and upgrades, during economic downturns. Additionally, fluctuating energy demand forecasts and commodity pricing and other macroeconomic factors may cause our customers to be more conservative in their capital planning, which could reduce demand for our products and services, result in the delay or cancellation of existing orders, or lead to excess manufacturing capacity, which unfavorably impacts our absorption of fixed manufacturing costs. This reduced demand may also erode average selling prices in our industry. These factors could have a material adverse effect on our business, results of operations and financial condition.

**Russia's war with Ukraine, and the global response to it, has had, and could continue to have, an adverse impact on our financial results.**

Beginning in February 2022, the U.S. government and other nations imposed significant restrictions on most companies' ability to do business in Russia as a result of Russia's war with Ukraine. It is not possible to predict the broader or longer-term consequences of this war, which could include further sanctions, embargoes, regional instability and geopolitical shifts which could have further adverse effects on macroeconomic conditions, security conditions, currency exchange rates and financial markets. Furthermore, such events have the potential to adversely impact the availability of commodities and energy, increase commodity and energy prices, and exacerbate global inflationary pressures. Such geopolitical instability and uncertainty has had and could continue to have a negative impact on our ability to sell to, ship products to, collect payments from and support customers in certain regions based on trade restrictions, embargoes and export control law restrictions. Logistics restrictions, including closures of air space, could increase the costs, risks and adverse impacts from these new challenges. War-related inflationary pressures could further reduce our gross margins as a result of rising input costs. We may also be the subject of increased cyber-attacks as a result of the Russia-Ukraine war. During the year ended December 31, 2022, we suspended our operations in Russia and recorded charges of \$7.9 primarily related to inventory and bad debt reserves. Continuation of, or an escalation in, the war or expansion of war-related economic disruption, could have a material adverse effect on our business, financial condition and results of operations. We are currently exploring alternatives for our operations in Russia, which could include a sale, disposition or wind down, or a combination of these alternatives, although we cannot provide any assurance of the timeline for or success of these alternatives.

**A material business interruption, particularly at one of our manufacturing facilities, could negatively impact our ability to generate sales and meet customer demand.**

If operations at one or more of our manufacturing facilities were to be disrupted as a result of an epidemic or pandemic (including, without limitation, COVID-19), adverse weather condition, IT system or ERP implementation failure, cyber-attack, equipment failure, labor dispute, natural disaster, power outage, fire, explosion, act of terrorism, war, relocation of production location or any other reason, our ability to meet customer demand for our products may be impacted. We have business continuity plans in place to mitigate the effects of such interruptions, but these plans may not be sufficient to resolve the issues in a timely manner. A significant interruption in production capability could also require us to make substantial payments due to non-performance. We also have insurance for certain covered losses which we believe to be adequate to offset a significant portion of the costs for reconstruction of facilities and equipment, as well as certain financial losses resulting from production interruptions or shutdowns. However, any recovery under our insurance policies would be subject to deductibles and, depending on the coverage, may not offset the lost revenues or increased expenses that may be experienced during the disruption of operations.

**Recent mergers, acquisitions or venture investments could present operational challenges and past divestitures and spin-offs may expose us to potential liabilities, all of which could adversely affect our results of operations and financial position.**

We regularly review our portfolio of businesses and pursue growth through the acquisition of other companies, assets and product lines that either complement or expand our existing businesses. In addition, from time to time, we make minority investments in other early-stage companies and we risk losing part or all of our capital in any such investment. Refer to Note 23, [Acquisitions and Investments](#), for further information regarding acquisitions and investments made during the year. Although we conduct what we believe to be a prudent level of investigation regarding the operating and financial condition of the businesses we acquire, a level of risk remains regarding the actual operating condition of these businesses. Until we actually assume operating control of these businesses and their operations, we may not be able to ascertain the actual value or understand the potential liabilities of, or challenges facing, the acquired businesses and their operations. Acquisitions involve a number of risks and present financial, managerial and operational challenges that could have a material adverse effect on our reputation, financial results and business. These include the possibility that:

- an acquired business could under-perform relative to our expectations;
- we could fail to realize the expected synergies of an acquisition;
- we could experience difficulties in the integration of technology, operations, personnel and financial and other systems;
- we could have acquired substantial undisclosed liabilities;

- there could be insufficient internal controls over financial activities or financial reporting at an acquired company that could impact us on a consolidated basis;
- management attention could be diverted from other businesses;
- we could lose key employees of the acquired businesses;
- we could experience increased capital requirements; and
- the acquisition could result in customer dissatisfaction.

We have divested a number of businesses, including as part of spin-offs in 1995 and 2011 and our sale of InTelCo Management LLC (InTelCo), the entity holding asbestos-related assets and liabilities, in 2021. With respect to some of these former businesses, we have contractually agreed to indemnify the counterparties against, or otherwise retain, certain liabilities including certain product liability claims and environmental matters. Even without ongoing contractual indemnification obligations, we could be exposed to liabilities arising out of such divestitures. In addition, the counterparties to those divestitures may have agreed to indemnify us or assume certain liabilities relating to those divestitures. However, there can be no assurance that the indemnity or assumption of liability by the counterparties will be sufficient to protect us against the full amount of these liabilities or that a counterparty will be able to fully satisfy its obligations. Third parties also could seek to hold us responsible for any of the liabilities that a counterparty agreed to assume. Even if we ultimately succeed in recovering any amounts for which we were initially held liable, we may be temporarily required to bear these losses ourselves.

**Increased scrutiny from investors, lenders and other market participants regarding our environmental, social and governance or sustainability responsibilities could expose us to additional costs and adversely impact our reputation, business, financial performance and growth.**

There is an increasing focus from certain investors, customers and other key stakeholders on corporate responsibility, specifically related to ESG matters, including companies' contribution to climate change and loss of biodiversity. Some investors have used, and may continue to use, ESG criteria to guide their investment strategies and, in some cases, have chosen, and may continue to choose, not to invest in ITT, or to divest their holdings of ITT if they believe our policies relating to corporate responsibility are inadequate.

The ESG factors by which companies' corporate responsibility practices are assessed have been evolving and may continue to evolve. Additionally, requirements on U.S. public companies in regards to ESG compliance have been increasing and may continue to increase, including, but not limited to, the SEC's proposal to require extensive climate-related disclosures. This has resulted in greater expectations of us and has caused us, and may continue causing us, to undertake costly initiatives to satisfy such new criteria. If we are unable to satisfy new corporate responsibility criteria, investors may conclude our policies are inadequate, and choose not to invest in our securities or to divest all or a portion of their current holdings, which in either case may adversely affect the price of our securities.

In addition, as we identify ESG topics for voluntary disclosure and work to align with the recommendations of the Financial Stability Board's Task Force on Climate-Related Financial Disclosures (TCFD) and Sustainability Accounting Standards Board (SASB) standards and our own assessment of priority of ESG issues, we have expanded and, in the future, may continue to expand our disclosures in these areas. Statements about our ESG initiatives and goals, and progress against those goals, may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve, and assumptions that are subject to change in the future. If our ESG-related data, processing and reporting are incomplete or inaccurate, if we fail to achieve progress on our metrics on a timely basis or at all, or if we fail to satisfy the expectations of investors and other key stakeholders, our reputation, business, and financial performance could be adversely affected.

**Legal and Regulatory Risks**

**We are subject to risks related to government contracting, including changes in levels of government spending and regulatory and contractual requirements applicable to sales to the U.S. government.**

Our CCT and MT segments derive a portion of their revenue from sales to U.S. government customers and higher tier contractors who sell to the U.S. government. The government's expenditures are subject to political and budgetary fluctuations and constraints, which may result in significant unexpected changes in levels of demand for our products. In addition, the award, administration and performance of government contracts is subject to regulatory and contractual requirements that differ significantly from the terms and conditions that apply to contracts with our non-governmental customers. We have in the past and may in the future be subject to audits and investigations to evaluate our compliance with these requirements. If we are found to have failed to comply with requirements applicable to government contractors, we may be subject to various actions, including but not limited

to fines or penalties, reductions in the value of our government contracts, restrictions on the sale of certain products to the government, or suspension or debarment from government contracting. Failure to comply with applicable requirements also could harm our reputation and our ability to compete for future government contracts or sell equivalent commercial products.

If we are not able to meet the requirements for government contractors, we may lose orders, which could have a material adverse effect on our business, financial condition and results of operations.

**Changes in our effective tax rates as a result of changes in the realizability of our deferred tax assets, the geographic mix of earnings, tax examinations or disputes, tax authority rulings or changes in the tax laws may adversely affect our financial results.**

The Company is subject to taxes in the U.S. and in various foreign jurisdictions. We exercise significant judgment in calculating our provision for income taxes and other tax liabilities. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. Changes in domestic or foreign tax laws and regulations, or their interpretation, could result in higher or lower tax rates assessed or changes in the taxability of certain income or the deductibility of certain expenses, thereby affecting our tax expense and profitability. Any significant increase in our future effective tax rates could reduce net income in future periods. Given the global nature of our business, a number of factors may increase our future effective tax rates, including changes in the geographic mix of our profits among jurisdictions with differing statutory income tax rates; sustainability of historical income tax rates in the jurisdictions in which we conduct business; changes in tax laws applicable to us; expiration, renewal or application of tax holidays; the resolution of issues arising from tax audits with various tax authorities; or changes in the valuation of our deferred tax assets, deferred tax liabilities and deferred tax asset valuation allowances.

The amount of income taxes and other taxes we have paid are subject to ongoing audits by U.S. federal, state, and local tax authorities and by non-U.S. authorities. If these audits result in assessments different from amounts paid or reserved, future financial results may include unfavorable tax adjustments. We are currently under routine examination by the U.S. Internal Revenue Service and other U.S. and non-U.S. tax authorities, and we may be subject to additional examinations in the future. The tax authorities may disagree with our tax treatment of certain material items and thereby increase our tax liability. Failure to sustain our position in these matters could result in a material adverse effect on our financial statements.

We are closely monitoring the potential passage of new U.S. and foreign tax legislation, which could result in substantial changes to the current U.S. or foreign tax systems, including changes to the statutory corporate tax rate. In addition, we are evaluating changes in tax laws resulting from the Organization for Economic Cooperation and Development's multi-jurisdictional plan of action to address base erosion and profit shifting. These changes could have a material adverse effect on our effective tax rate. As the effects of a change in U.S. or foreign tax law must be recognized in the period in which the new legislation is enacted, should new legislation be signed into law, our financial results could be materially impacted.

On August 16, 2022, the U.S. government enacted the Inflation Reduction Act of 2022 (the Inflation Reduction Act) into law. The Inflation Reduction Act includes a new corporate alternative minimum tax (the Corporate AMT) of 15% on the adjusted financial statement income (AFSI) of corporations with average AFSI exceeding \$1.0 billion over a three-year period. The Corporate AMT is effective for the Company beginning in 2023. Based on our evaluation of the AFSI threshold, we do not believe the Corporate AMT would be immediately applicable to the Company, but the Corporate AMT may have potential impacts on our future U.S. tax expense, cash taxes and effective tax rate. Additionally, the Inflation Reduction Act imposes a 1% excise tax on the fair market value of net stock repurchases made after December 31, 2022. The impact of this provision will be dependent on the extent of share repurchases made in future periods.

**Changes in environmental laws or regulations, the discovery of previously unknown or more extensive contamination or the failure of a potentially responsible party to perform may adversely affect our financial results.**

We are subject to a variety of federal, state, local and foreign laws, rules and regulations related to the use, storage, handling, discharge or disposal of certain toxic, volatile or otherwise hazardous chemicals, gases and other substances used in manufacturing our products that could require us to incur substantial expenses. Environmental laws and regulations allow for the assessment of substantial fines and criminal sanctions as well as facility shutdowns to address violations, and may require the installation of costly pollution control equipment or operational changes to limit emissions or discharges. The discovery of previously unknown or more extensive contamination at a site which the Company previously operated or currently operates could suddenly subject the Company to costly

remediation efforts. We could be affected directly or indirectly through impacts on our customers and suppliers by changes in environmental laws or regulations, including, for example, those imposed in response to vapor intrusion or climate change concerns and violations by us of such laws and regulations. We may also be impacted by the adequacy of insurance policies, our inability to recover costs associated with any such developments, or financial insolvency of other potentially responsible parties which could have a material adverse effect on our business, financial condition and results of operations. In addition, new laws and regulations that might favor the increased use of non-fossil fuels, including nuclear, wind, solar and bio-fuels or that are designed to increase energy efficiency could reduce demand for oil and gas production or power generation resulting in lower spending by our IP customers.

**Failure to comply with the U.S. Foreign Corrupt Practices Act or other applicable anti-corruption legislation, as well as export controls and trade sanctions, could result in fines or criminal penalties.**

We operate in a number of countries throughout the world, including countries known to have a reputation for corruption. We are committed to doing business in accordance with applicable anti-corruption laws. However, we cannot provide assurance that our internal controls will always protect us from reckless or criminal acts committed by our employees, agents or business partners that would violate U.S. and/or applicable non-U.S. laws, including anti-bribery, competition, trade sanctions and regulation, and other laws including but not limited to, the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, as well as trade sanctions administered by the Office of Foreign Assets Control, the U.S. Department of State and the U.S. Department of Commerce. Any such violation could result in substantial fines, sanctions, civil and/or criminal penalties, suspension or debarment from government contracts or curtailment of operations in certain jurisdictions, and might adversely affect our business, financial condition or results of operations or financial position. Furthermore, detecting, investigating, and resolving actual or alleged violations is expensive and can consume significant time and attention of our senior management. Even the allegation or appearance of our employees, agents or business partners acting improperly or illegally could damage our reputation and result in significant expenditures in investigating and responding to such actions.

**We are subject to laws, regulations and potential claims relating to product liability.**

Our business exposes us to potential product liability risks that are inherent in the design, manufacture, and marketing of products for the markets we serve. In addition, many of the devices we manufacture and sell are critical components designed to be used in harsh environments for long periods of time where the cost of failure is high. Component failures, manufacturing defects, design flaws, or inadequate disclosure of product-related risks or product-related information could result in an unsafe condition or injury to, or death of, an end-user of our products. The occurrence of such a problem could result in product liability claims or a recall of, or safety alert relating to, one or more of our products which could ultimately result, in certain cases, in the removal of such products from the marketplace and claims regarding costs associated therewith. Product liability claims or product recalls in the future, regardless of their ultimate outcome, could have an adverse effect on our reputation and on our ability to attract and retain customers for our products.

**Anti-takeover provisions in our organizational documents and Indiana law could delay or prevent a change in control.**

Certain provisions of our articles of incorporation and by-laws may delay or prevent a merger or acquisition that a shareholder may consider favorable. For example, the articles of incorporation authorize our Board of Directors to issue one or more series of preferred stock. Such provisions may also discourage acquisition proposals or delay or prevent a change in control, which could harm our stock price. Indiana law also imposes some restrictions on mergers and other business combinations between any holder of 10% or more of our outstanding common stock and us as well as certain restrictions on the voting rights of "control shares" of an "issuing public corporation."

## ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

## ITEM 2. PROPERTIES

We own or lease approximately 160 manufacturing plants, warehouses, service centers, and sales and administrative offices to support our operations. These properties are located in various regions around the world, including North America, Europe, Asia, South America and the Middle East. We consider these properties to be in good condition with sufficient capacity to accommodate the Company's needs.

The following table summarizes the number of our material properties (other than our corporate headquarters) by business segment as of December 31, 2022. We consider our properties containing 25,000 square feet or more, which primarily consist of manufacturing locations, to be material. Our material properties account for over 90% of the total square feet of our properties.

	Motion Technologies	Industrial Process	Connect & Control Technologies	Total
Number of Owned Locations	13	11	5	29
Number of Leased Locations	10	23	5	38
Total Locations	23	34	10	67

In May 2022, we relocated our corporate headquarters from White Plains, New York to Stamford, Connecticut.

## ITEM 3. LEGAL PROCEEDINGS

From time to time, we are involved in legal proceedings that are incidental to the operation of our businesses. Some of these proceedings allege damages relating to environmental exposure, intellectual property matters, copyright infringement, personal injury claims, product liabilities, employment and employee benefit matters, government contract issues and commercial or contractual disputes and acquisitions or divestitures. Descriptions of certain legal proceedings to which the Company is a party are contained in Note 20, [Commitments and Contingencies](#), to the Consolidated Financial Statements.



## INFORMATION ABOUT OUR EXECUTIVE OFFICERS

The executive officers of the Company as of February 1, 2023, are listed below.

Name	Age	Current Title
Luca Savi	57	President and Chief Executive Officer
Davide Barbon	53	Senior Vice President and President, Asia Pacific
Emmanuel Caprais	48	Senior Vice President and Chief Financial Officer
Ryan F. Flynn	51	Senior Vice President and President, Connect & Control Technologies
Carlo Ghirardo	52	Senior Vice President and President, Motion Technologies
Cheryl de Mesa Graziano	50	Vice President and Chief Accounting Officer
Maurine C. Lembesis	56	Senior Vice President and Chief Human Resources Officer
Bartek Makowiecki	44	Senior Vice President, Strategy and Business Development
Lori B. Marino	48	Senior Vice President and General Counsel

*Luca Savi* has served as our Chief Executive Officer, President and a director of the Company since January 2019. He previously served as President and Chief Operating Officer of the Company from August 2018 to December 2018 and as Executive Vice President and Chief Operating Officer from January 2017 to August 2018. Prior to that, he served as Executive Vice President, Motion Technologies from February 2016 to January 2017 and as Senior Vice President and President, Motion Technologies from November 2011 to February 2016. Prior to joining ITT, Mr. Savi served as Chief Operating Officer, Comau Body Welding at Comau, a subsidiary of the Fiat Group responsible for producing and serving advanced manufacturing systems, and from 2009 to 2011 as Chief Executive Officer, Comau North America from 2007 to 2009. Mr. Savi previously held leadership roles at Honeywell International, Royal Dutch Shell and technical roles at Ferruzzi-Montedison Group. Mr. Savi is currently a director of MSA Safety Inc. and serves on its compensation committee.

*Davide Barbon* has served as our Senior Vice President and President, Asia Pacific Region since October 2020. He previously served as General Manager of the KONI and Axtone businesses within Motion Technologies from January 2017. Mr. Barbon joined the Company in 2010, initially serving in the Brazil, Russia, India and China business of Motion Technologies, and then led its China business for five years. Prior to joining ITT, he spent 14 years with JLG Industries, where he had a number of roles of increasing responsibility across the United States, Europe, and Latin America.

*Emmanuel Caprais* has served as our Senior Vice President and Chief Financial Officer since October 2020. He previously served as Vice President of Finance and Group Chief Financial Officer, in charge of the Company's business unit finance teams, Financial Planning & Analysis and Investor Relations for the company. Mr. Caprais joined ITT in 2012, at which time he served as segment Chief Financial Officer of Motion Technologies and later Industrial Process. Prior to joining ITT, Mr. Caprais held leadership roles in finance at Marelli, and earlier held positions of increasing responsibility in finance at Valeo across North America and Europe.

*Ryan F. Flynn* has served as Senior Vice President and President, Connect and Control Technologies since October 2020. Prior to that, Mr. Flynn was Senior Vice President and President, Asia Pacific Region from January 2019. He previously served as General Manager of Motion Technologies China from 2016. Prior to joining ITT, Mr. Flynn served as Executive Vice President and Head of Business Area Equipment for Konecranes from 2013 to 2016 and held various other positions with Konecranes including the Asia-Pacific President and Director for its Port Cranes & Lifttrucks businesses in Asia from 2005 to 2013.

*Carlo Ghirardo* has served as our Senior Vice President and President, Motion Technologies since April 2018. Prior to joining ITT, he served as President of Eaton's Vehicle Group EMEA region since 2017. He also served as Vice President and General Manager of Eaton's Engine Air Management Product Group from 2015, as Vice President and General Manager of Eaton's Valvetrain Division from 2010, as well as holding various other executive roles in global operations from 2003. Prior to that, Mr. Ghirardo held leadership positions at United Technologies Corporation and Michelin. He also acquired lean manufacturing consulting and project management experience with Galgano & Associates working in transformation projects across Europe.

*Cheryl de Mesa Graziano* has served as our Vice President and Chief Accounting Officer since November 2022. Prior to joining ITT, she served as Chief Accounting Officer of Party City Holdco Inc. (Party City) from December 2021 to October 2022. Ms. de Mesa Graziano served as Vice President, Global Controller and Vice President, Financial Reporting and Accounting from when she joined Party City in November 2019. Ms. de Mesa Graziano previously held various positions of increasing responsibility at Stanley Black & Decker, Inc. from May 2013 to October 2019, including Assistant Corporate Controller and Global Leader, Corporate Technical Accounting and Compliance. Before 2013, Ms. de Mesa Graziano held finance leadership roles at other companies including IBM and Financial Executives International.

*Maurine C. Lembesis* has served as our Senior Vice President and Chief Human Resources Officer since January 2019. Prior to that, Ms. Lembesis served as our Vice President and Corporate Human Resources Business Partner. Prior to joining ITT in 2013, she held roles of increasing responsibility in Human Resources at Avon Products Inc., including the role of Executive Director of Human Resources. In addition, Ms. Lembesis held various other human resources roles at Capital Group Companies, Pfizer Inc. and GE Capital.

*Bartek Makowiecki* has served as our Senior Vice President, Strategy and Business Development since September 2021. Prior to joining ITT, he served as Global Head of Strategy, M&A and Venturing of Ingredion Incorporated from October 2017 to September 2021. Immediately prior, he served as Director, Corporate Strategy & Head of M&A at Owens Corning from November 2015 to October 2017. Prior to that, Mr. Makowiecki held roles of increasing responsibility in global strategy and M&A at Parker-Hannifin Corporation from August 2003 to October 2015.

*Lori B. Marino* has served as our Senior Vice President and General Counsel since January 2023. Ms. Marino previously served as Vice President, Deputy General Counsel and Secretary of ITT from May 2016 to April 2019 and as Vice President, Chief Corporate Counsel and Corporate Secretary from September 2013 to May 2016. Prior to rejoining ITT, Ms. Marino served as Executive Vice President, General Counsel, Secretary and Chief Human Resources Officer at New Senior Investment Group Inc. from April 2019 to September 2021.

#### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

#### COMMON STOCK AND DIVIDENDS

Our common stock is reported in the consolidated transaction reporting system of the New York Stock Exchange (NYSE), the principal market in which this security is traded (under the trading symbol "ITT"). There were approximately 6,036 holders of record of our common stock on February 13, 2023.

The amount and timing of dividends payable on our common stock are within the sole discretion of our Board of Directors and will be based on, and affected by, a number of factors, including our financial position and results of operations, available cash, expected capital spending plans, prevailing business conditions, and other factors the Board deems relevant. Therefore, we cannot provide any assurance as to what level of dividends, if any, will be paid in the future.

During the fiscal year ended December 31, 2022, no equity securities of the Company were sold by the Company that were not registered under the Securities Act.

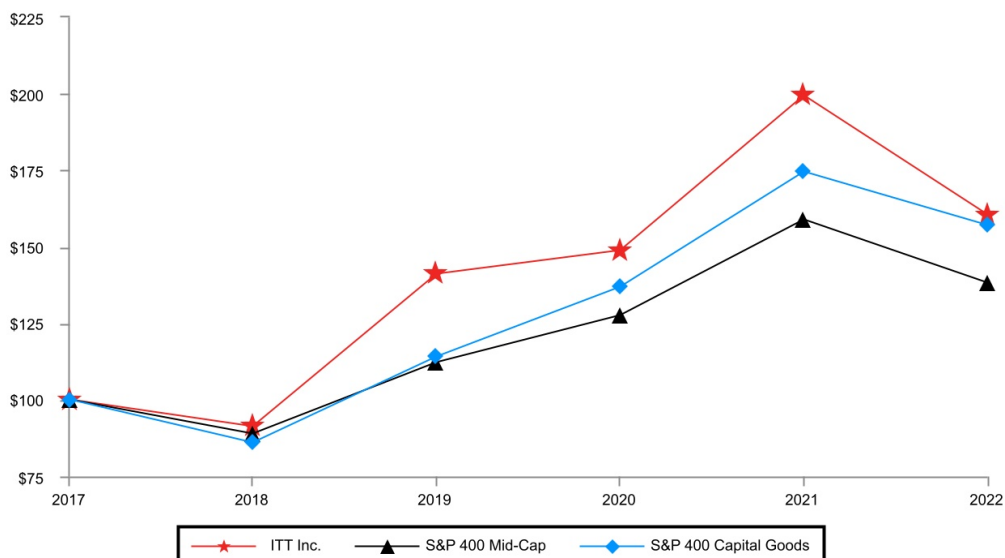
#### ISSUER PURCHASES OF EQUITY SECURITIES

On October 30, 2019, the Board of Directors approved an indefinite term \$500 share repurchase program (the 2019 Plan) under which \$139 remains available. We continue to utilize the 2019 Plan in a manner that is consistent with our capital allocation strategy, which has centered on those investments necessary to grow our businesses organically and through acquisitions, while also providing cash returns to shareholders. We have made no open-market share repurchases of our common stock during the quarter ended December 31, 2022.

## COMPANY STOCK PERFORMANCE

The following graph shows a comparison of the cumulative total shareholder return for ITT, the S&P 400 Mid Cap Index, and the S&P 400 Capital Goods Index over the five years ended December 31, 2022. It shows the share price appreciation of a \$100 investment made on December 31, 2017, assuming any dividends paid are reinvested.

### COMPARISON OF CUMULATIVE FIVE-YEAR TOTAL RETURN



	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022
ITT Inc.	\$ 100.00	\$ 91.34	\$ 141.19	\$ 148.85	\$ 199.41	\$ 160.52
S&P 400 Mid-Cap	\$ 100.00	\$ 88.90	\$ 112.17	\$ 127.48	\$ 159.01	\$ 138.18
S&P 400 Capital Goods	\$ 100.00	\$ 85.99	\$ 114.15	\$ 136.80	\$ 174.64	\$ 157.15

This graph is not, and is not intended to be, indicative of future performance of our common stock. This graph shall not be deemed "filed" with the SEC or subject to the liabilities of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and should not be deemed to be incorporated by reference into any of our prior or subsequent filings under the Securities Act.

## ITEM 6. [RESERVED]

Not applicable.

## ITEM 7. MANAGEMENT'S DISCUSSION & ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the consolidated financial statements and the notes related thereto. As we noted earlier in the [Forward-Looking and Cautionary Statements](#) of this Annual Report on Form 10-K, this Part II, Item 7, [Management's Discussion and Analysis of Financial Condition and Results of Operations](#), and Part II, Item 7A, [Quantitative and Qualitative Disclosures about Market Risk](#) (along with other sections of this Annual Report), may contain forward-looking statements. The risks discussed in Part I, Item 1A, [Risk Factors](#), and other risks identified in this Annual Report on Form 10-K could cause our actual results to differ materially from those expressed by such forward-looking statements.

All comparisons included within this Part II, Item 7, [Management's Discussion and Analysis of Financial Condition and Results of Operations](#), refer to results for the year ended December 31, 2022 compared to the year ended December 31, 2021, unless stated otherwise. Additionally, all financial results and share repurchases other than per share amounts are reported in millions, unless stated otherwise. Please refer to our Annual Report on Form 10-K ([2021 Annual Report](#)) for a discussion of the year ended December 31, 2021 compared to the year ended December 31, 2020.

### OVERVIEW

ITT Inc., through its worldwide subsidiaries, is a diversified manufacturer of highly engineered critical components and customized technology solutions for the transportation, industrial and energy markets. Our product and service offerings are organized into three segments: Motion Technologies (MT), Industrial Process (IP), and Connect & Control Technologies (CCT). Refer to Part I, Item 1, [Description of Business](#), for a further overview of our company, segments, products and service offerings, and other information about the business.

### EXECUTIVE SUMMARY

During 2022, despite challenging macroeconomic conditions, we delivered strong results, which included revenue and operating income growth, segment operating margin expansion, EPS growth and effective deployment of capital. The following table provides a summary of key performance indicators for 2022 in comparison to 2021.

Revenue	Segment Operating Income	Segment Operating Margin	EPS
\$2,988	\$512	17.1%	\$4.40
8% Increase	10% Increase	20bp Increase	21% Increase
Organic Revenue	Adjusted Segment Operating Income	Adjusted Segment Operating Margin	Adjusted EPS
\$3,102	\$514	17.2%	\$4.44
12% Increase	8% Increase	Flat	10% Increase

See the section titled "[Key Performance Indicators and Non-GAAP Measures](#)" for a definition and reconciliation of organic revenue, adjusted segment operating income, adjusted segment operating margin, and adjusted EPS.

Our 2022 results include:

- Revenue of \$2,987.7 increased \$222.7, despite unfavorable foreign currency impacts of \$160.9. Organic revenue increased 12.2% due to strong growth in MT's Friction and IP's short-cycle businesses, higher volume in CCT's connectors and components, and price recovery across all segments. In addition, revenue from the acquisition of Habonim Industrial Valves and Actuators Ltd (Habonim) contributed \$46.5 to total revenue growth.
- Segment operating income of \$511.9 increased \$45.2, due to price recovery, productivity savings, higher sales volume and higher gain on sales of long-lived assets. The increase was partially offset by higher raw material, overhead, and labor costs and unfavorable foreign currency impacts resulting from challenging global macroeconomic conditions.

- Income from continuing operations was \$4.40 per diluted share, an increase of \$0.76 as compared to the prior year. The increase was primarily due to higher segment operating income, as discussed above, and lower share count resulting from an increase in open-market share repurchases. In addition, the prior year included an after-tax loss of \$28.1 from the divestiture of our legacy net asbestos liability.

Throughout 2022, we faced unprecedented challenges stemming from continued supply chain disruptions, inflation, foreign currency headwinds, COVID-19 lockdowns and the Russia-Ukraine war. We overcame these challenges through a relentless focus on our strategic priorities, which included price recovery and productivity. In addition, we remained committed to effective capital allocation, deploying \$610 during the year, including the following:

- We acquired Habonim, a leading provider of industrial valves and actuators, which expanded IP's valves business.
- We invested in CRP Technology Srl and CRP USA LLC (collectively "CRP"), leaders in developing and manufacturing reinforced composite materials for 3D printing, which increases our additive manufacturing technology capabilities.
- We increased our capital expenditures by 18% over the prior year primarily to fund capacity investments in our MT segment that will support the growth in electric vehicles and to drive further productivity.
- We repurchased 3.0 shares of common stock on the open market for \$245.
- We paid out \$88 in dividends to our shareholders. Our dividends declared in 2022 of \$1.056 per share represented a 20% increase over the dividends per share declared in 2021.

### **Macroeconomic Conditions**

During 2022, global macroeconomic conditions have been, and continue to be, influenced by a number of factors, including, but not limited to, the Russia-Ukraine war, the COVID-19 pandemic, labor shortages, supply chain disruptions, inflation, changes to monetary and fiscal policies by central banks and governments around the world, and the erosion of foreign currencies relative to the U.S. dollar. These items are described further below.

These conditions may lead to increased foreign currency impact on our revenues due to strengthening of the U.S. dollar as well as decreased demand for our products, increased costs, and reduced margins. Future impacts on our business and financial results as a result of these conditions are not estimable at this time and depend, in part, on the extent to which these conditions improve or worsen. For additional discussion of the risks related to general macroeconomic conditions, see Part I, Item 1A, [Risk Factors](#), herein.

### **Russia-Ukraine War**

In February 2022, the United States and other leading nations announced targeted economic sanctions on Russia and certain Russian citizens in response to Russia's war with Ukraine, which has increased regional instability and global economic and political uncertainty. As described in Part I, Item 1A, [Risk Factors](#), our business may be sensitive to global economic conditions, which can be negatively impacted by instability in the geopolitical environment. Our annual direct sales to customers in Russia and Ukraine were approximately \$11 and \$38 in 2022 and 2021, respectively.

During the year ended December 31, 2022, we recorded total charges of \$7.9 primarily related to inventory and accounts receivable write-downs to reflect the increased risks facing some of our customers that serve the regions impacted by the Russia-Ukraine war. If the conflict expands to greater Europe, we may experience a further reduction in demand for our products. We are currently exploring alternatives for our operations in Russia, which could include a sale, disposition or wind down of operations, or a combination of these, although we cannot provide any assurance of the timeline for or the success of these alternatives. Such alternatives may cause us to incur additional costs, such as severance and other expenses. For additional discussion of the risks related to the Russia-Ukraine war, see Part I, Item 1A, [Risk Factors](#), herein.

### *COVID-19 Pandemic*

The Company continues to actively monitor the ongoing impacts of COVID-19. During 2022, certain of our businesses experienced high levels of employee illness and absenteeism resulting from regional COVID-19 outbreaks and government-mandated workplace safety measures, which has led to us incurring additional costs. Some governments around the world, including China, have instituted COVID-19 lockdowns that led to further absenteeism, global supply chain challenges, and temporary negative impacts on demand in some of our end-markets, such as passenger vehicles. In December 2022, China lifted many of its COVID-19 safety measures, including lockdowns.

We continue to proactively respond to the challenges posed by COVID-19 to protect the health and safety of our employees and to continue delivering to our customers. Challenges resulting from the COVID-19 pandemic have adversely impacted, and may continue to adversely impact, our business and financial results. For additional discussion of risks related to COVID-19, see Part I, Item 1A, [Risk Factors](#), herein.

### *Inflationary Pressures*

Since 2020, the cost of energy and raw materials we use in our production processes, including commodities such as steel, oil, copper, and tin, have significantly increased. The rising prices are primarily due to reduced supply caused by supply chain disruptions primarily as a result of the COVID-19 pandemic and the Russia-Ukraine war. These factors have contributed to congested shipping ports around the world and higher inbound and outbound freight costs to meet customer demand.

In October 2022, the Organization of the Petroleum Exporting Countries (OPEC) announced plans to cut production of oil beginning in November by two million barrels per day, which represents approximately 2% of daily global output. These production cuts are expected to continue until the end of 2023. The global energy market could be further disrupted by continued geopolitical tensions between Russia and the European Union as well as by the lifting of COVID-19 lockdowns in China. While any future impacts are uncertain, such disruptions are expected to exacerbate inflationary pressures on energy, which could result in increased costs and reduced demand for our products.

The manufacturing industry is also currently experiencing a skilled labor shortage, which has created difficulties in attracting and retaining factory employees and has resulted in higher labor costs and backlog.

During 2022, central banks around the world have been raising interest rates to counter inflation. Rising interest rates have increased our cost of debt and may adversely impact customer behavior, including demand for our products. These conditions have contributed to a strengthening of the U.S. dollar relative to foreign currencies, which has resulted in unfavorable foreign currency translation impacts.

These events have had and may continue to have a significant impact on our business and financial results. We have been able to offset most of these negative impacts through pricing actions and productivity savings, which we continue to pursue.

## DISCUSSION OF FINANCIAL RESULTS 2022 VERSUS 2021

For the Year Ended December 31	2022	2021	Change
Revenue	\$ 2,987.7	\$ 2,765.0	8.1 %
Gross profit	922.3	899.5	2.5 %
Operating expenses	454.3	395.2	15.0 %
Operating income	468.0	504.3	(7.2) %
Interest and non-operating expense (income), net	6.2	(4.8)	(229.2) %
Income tax expense	91.1	189.6	(52.0) %
Income from continuing operations attributable to ITT Inc.	368.3	314.8	17.0 %
Net income attributable to ITT Inc.	\$ 367.0	\$ 316.3	16.0 %
Gross margin	30.9 %	32.5 %	(160)bp
Operating expense to revenue ratio	15.2 %	14.3 %	90 bp
Operating margin	15.7 %	18.2 %	(250)bp
Effective tax rate	19.7 %	37.2 %	(1,750)bp

All comparisons included within the Discussion of Financial Results for 2022 versus 2021 refer to results for the year ended December 31, 2022 compared to the year ended December 31, 2021, unless stated otherwise.

### REVENUE

The following table summarizes the revenue derived from each of our segments.

For the Year Ended December 31	2022	2021	Change	Organic growth <sup>(a)</sup>
Motion Technologies	\$ 1,374.0	\$ 1,368.6	0.4 %	8.8 %
Industrial Process	971.0	843.2	15.2 %	13.0 %
Connect & Control Technologies	645.6	554.7	16.4 %	19.7 %
Eliminations	(2.9)	(1.5)		
Total Revenue	\$ 2,987.7	\$ 2,765.0	8.1 %	12.2 %

(a) See the section titled "[Key Performance Indicators and Non-GAAP Measures](#)" for a definition and reconciliation of organic revenue.

### Motion Technologies

MT revenue for the year ended December 31, 2022 increased \$5.4. Excluding the unfavorable foreign currency translation impact of \$114.4, organic revenue increased \$119.8 primarily due to improved price recovery and higher volume. Our Friction business grew 12% driven by strong OEM outperformance, and our Wolverine business grew 9% driven by strength in sealing materials.

Since the start of the COVID-19 pandemic in 2020, the automotive industry has been, and continues to be, impacted by a global semiconductor supply shortage. This shortage has created supply chain disruptions for our automotive OEM customers, resulting in temporary declines in production and lower demand for our OEM brake pads and parts. There are indications that semiconductor capacity may soon begin to free up in some end markets. As semiconductors become more accessible, we expect that OEMs will expand production. However, future sales growth remains uncertain and depends, in part, on the extent to which global macroeconomic conditions improve or worsen, as discussed in the Macroeconomic Conditions section above.



## **Industrial Process**

IP revenue for the year ended December 31, 2022 increased \$127.8. Excluding the revenue from the acquisition of Habonim of \$46.5 and unfavorable foreign currency translation impact of \$28.2, organic revenue increased \$109.5 primarily driven by higher volume and improved price recovery. Specifically, our short-cycle business grew 15%, primarily within the general industrial and chemical markets. The increase was partially offset by a decline in pump project revenue of 15%, primarily within the chemical market.

The level of order and shipment activity at IP can vary significantly from period to period due to pump projects which are highly engineered, customized to customer needs, and have longer lead times. Total IP orders during 2022 were \$1,101.9, an increase of 17.1% compared to the prior year, including \$271.1 of orders in the fourth quarter, which represents 7.8% growth from last year. IP's backlog as of December 31, 2022 was \$580.0, reflecting an increase of \$135.6, or 30.5%, compared to December 31, 2021. Our backlog represents firm orders that have been received, acknowledged, and entered into our production systems.

## **Connect & Control Technologies**

CCT revenue for the year ended December 31, 2022 increased \$90.9. Excluding the unfavorable foreign currency impact of \$18.3, organic revenue increased \$109.2 primarily driven by higher volume and improved price recovery. Within CCT, connector sales grew by 21%, primarily within the general industrial and aerospace and defense markets, while component sales grew by 20% due to strength within the aerospace and defense markets.

## GROSS PROFIT

Gross profit for 2022 was \$922.3, reflecting a gross margin of 30.9%. Gross profit for 2021 was \$899.5, reflecting a gross margin of 32.5%. The increase in gross profit was primarily driven by an increase in revenue, described above, partially offset by increases in raw material, overhead and labor costs, which were driven by inflationary pressures as discussed above. In addition, the current year included costs incurred related to the Russia-Ukraine war, including inventory write-downs. The contraction in gross margin during the year was similarly driven by the increase in costs. See above for further discussion of global macroeconomic conditions, which has contributed to the increase in costs.

## OPERATING EXPENSES

The following table provides further information by expense type, as well as a breakdown of operating expense by segment.

For the Year Ended December 31	2022	2021	Change
General and administrative expenses <sup>(a)</sup>	\$ 211.6	\$ 221.3	(4.4)%
Sales and marketing expenses	156.9	150.8	4.0 %
Research and development expenses	96.5	94.9	1.7 %
Gain on sale of long-lived assets	(16.3)	(7.0)	132.9 %
Restructuring costs	3.8	9.6	(60.4)%
Asset impairment charges	1.8	—	— %
Asbestos-related benefit, net	—	(74.4)	(100.0)%
Total operating expenses	\$ 454.3	\$ 395.2	15.0 %
By Segment:			
Motion Technologies	\$ 140.9	\$ 158.0	(10.8)%
Industrial Process	150.0	155.8	(3.7)%
Connect & Control Technologies	119.6	119.0	0.5 %
Corporate & Other	43.8	(37.6)	(216.5)%

(a) The prior year presentation has been updated to conform to the current year presentation.

General and administrative (G&A) expenses decreased \$9.7 for the year ended December 31, 2022. The decrease was primarily due to lower incentive-based compensation costs and favorable foreign currency impacts. The decrease was partially offset by higher bad debt and M&A-related costs and lower corporate-owned life insurance investment gains.

Sales and marketing expenses increased \$6.1 for the year ended December 31, 2022. The increase was primarily driven by the acquisition of Habonim and the discontinuation in 2022 of temporary spending controls in place in 2021 in response to the COVID-19 pandemic.

Research and development (R&D) expenses increased \$1.6 for the year ended December 31, 2022. The increase was due to continued strategic investments for growth and new product development.

Gain on sale of long-lived assets increased \$9.3 for the year ended December 31, 2022. The increase was due to the sale of a building that was previously held within our IP segment. See Note 11, [Plant, Property and Equipment, Net](#), to the Consolidated Financial Statements for further information.

Restructuring costs decreased \$5.8 for the year ended December 31, 2022 as actions taken in prior periods near completion. Restructuring costs recorded in the prior year were mainly related to the closure of a site in Germany within our MT segment, as well as cost actions taken as part of our 2020 Global Restructuring Plan. See Note 5, [Restructuring Actions](#), to the Consolidated Financial Statements for further information.

Asset impairment charges during the year ended December 31, 2022 were primarily related to the relocation of our corporate headquarters during 2022. See Note 14, [Leases](#), to the Consolidated Financial Statements for further information.

Asbestos-related matters resulted in a net benefit of \$74.4 for the year ended December 31, 2021 due to a pre-tax gain of \$88.8 stemming from the divestiture of the entity holding asbestos-related assets and liabilities in 2021. See Note 20, [Commitments and Contingencies](#), to the Consolidated Financial Statements for further information.

## OPERATING INCOME

The following table summarizes our operating income and operating margin by segment.

For the Year Ended December 31	2022	2021	Change
Motion Technologies	\$ 208.5	\$ 258.2	(19.2) %
Industrial Process	187.6	126.8	47.9 %
Connect & Control Technologies	115.8	81.7	41.7 %
Segment operating income	511.9	466.7	9.7 %
Asbestos-related benefit, net	—	74.4	(100.0) %
Other corporate costs	(43.9)	(36.8)	19.3 %
Total corporate and other (costs) benefit, net	(43.9)	37.6	(216.8) %
Total operating income	\$ 468.0	\$ 504.3	(7.2) %
Operating margin:			
Motion Technologies	15.2 %	18.9 %	(370)bp
Industrial Process	19.3 %	15.0 %	430 bp
Connect & Control Technologies	17.9 %	14.7 %	320 bp
Segment operating margin	17.1 %	16.9 %	20 bp
Consolidated operating margin	15.7 %	18.2 %	(250)bp

MT operating income for the year ended December 31, 2022 decreased \$49.7 primarily due to higher raw material, overhead and labor costs, as well as unfavorable foreign currency impacts and product mix. The current year also included charges of \$3.0 in connection with the Russia-Ukraine war while the prior year included a gain of \$7.0 related to the sale of land previously held by our KONI business. The decrease was partially offset by productivity savings, improved price recovery and higher volume.

IP operating income for the year ended December 31, 2022 increased \$60.8. The increase in operating income was primarily driven by improved price recovery, productivity savings and higher volume. The increase was partially offset by higher raw material, overhead and labor costs, as well as unfavorable foreign currency impacts. The current year also included a gain of \$14.7 related to the sale of a building and charges of \$4.9 in connection with the Russia-Ukraine war.

CCT operating income for the year ended December 31, 2022 increased \$34.1, driven by higher volume, improved price recovery and productivity savings. The increase was partially offset by unfavorable raw material costs, product mix and foreign currency impacts.

Other corporate costs, net, increased \$7.1 for the year ended December 31, 2022. The increase was primarily driven by higher strategic investment-related costs, lower corporate-owned life insurance (COLI) investment gains and a \$1.7 asset impairment charge related to the relocation of the Company's corporate headquarters. The increase was partially offset by lower incentive-based compensation costs.

## INTEREST AND NON-OPERATING EXPENSE (INCOME), NET

The following table summarizes our interest and non-operating expense (income), net.

For the Year Ended December 31	2022	2021	Change
Interest expense (income), net	\$ 6.4	\$ (1.1)	(681.8)%
Non-operating postretirement costs (benefit), net	1.1	(1.3)	(184.6)%
Miscellaneous income, net	(1.3)	(2.4)	(45.8)%
Total interest and non-operating expense (income), net	\$ 6.2	\$ (4.8)	(229.2)%

The increase in interest and non-operating expense for the year ended December 31, 2022 is primarily due to higher interest expense associated with greater outstanding commercial paper borrowings and a higher average interest rate. The prior year period also included a gain of \$3.4 from the final pricing adjustment related to the termination of our U.S. qualified pension plan.

## INCOME TAX EXPENSE

The following table summarizes our income tax expense and effective tax rate.

For the Year Ended December 31	2022	2021	Change
Income tax expense	\$ 91.1	\$ 189.6	(52.0) %
Effective tax rate	19.7 %	37.2 %	(1,750) bps

The lower effective tax rate in 2022 compared to 2021 resulted from the Company recording tax expense in 2021 on the reversal of previously recorded deferred tax assets of \$116.9 related to the Company's divestiture of the entity holding asbestos-related assets and liabilities. See Note 20, [Commitments and Contingencies](#), for further information.

Under the Tax Cuts and Jobs Act of 2017, research and development costs are no longer fully deductible and are required to be capitalized and amortized for U.S. tax purposes effective January 1, 2022. The mandatory capitalization requirement increases our deferred tax assets and cash tax liabilities.

On August 16, 2022, Congress passed the Inflation Reduction Act of 2022. The tax provisions most applicable to us are the newly introduced 15% corporate alternative minimum tax on book income and 1% excise tax on stock repurchases, which are both effective January 1, 2023. While we do not anticipate these changes to be significant, they could impact our consolidated financial position and we will continue to monitor as new information and guidance becomes available.

We operate in various tax jurisdictions and are subject to examination by tax authorities in these jurisdictions. We are currently under examination in several jurisdictions including the Czechia, Germany, Hong Kong, India, Italy, Japan, the U.S. and Venezuela. The calculation of our tax liability for unrecognized tax benefits includes dealing with uncertainties in the application of complex tax laws and regulations in various tax jurisdictions. Due to the complexity of some uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the unrecognized tax benefit. Over the next 12 months, the net amount of the tax liability for unrecognized tax benefits in foreign and domestic jurisdictions is not expected to change by a significant amount.

See Note 6, [Income Taxes](#), to the Consolidated Financial Statements for further information on tax-related matters.

## LIQUIDITY AND CAPITAL RESOURCES

### *Funding and Liquidity Strategy*

We monitor our funding needs and execute strategies to meet overall liquidity requirements, including the management of our capital structure, on both a short- and long-term basis. Significant factors that affect our overall management of liquidity include our cash flow from operations, credit ratings, the availability of commercial paper, access to bank lines of credit, term loans, and the ability to attract long-term capital on satisfactory terms. We assess these factors along with current market conditions on a continuous basis, and as a result, may alter the mix of our short- and long-term financing when it is advantageous to do so. We expect to have enough liquidity to fund operations for at least the next 12 months and beyond.

We manage our worldwide cash requirements considering available funds among the many subsidiaries through which we conduct business and the cost effectiveness with which those funds can be accessed. We support our growth and expansion in markets outside of the U.S. through the enhancement of existing products and development of new products, increased capital spending, and potential foreign acquisitions. We look for opportunities to access cash balances in excess of local operating requirements to meet our global liquidity needs in a cost-efficient manner. We transfer cash between certain international subsidiaries and the U.S. when it is cost effective to do so. Net cash distributions from foreign countries to the U.S. during the years ended December 31, 2022 and 2021 were \$74.0 and \$116.9, respectively. The timing and amount of any additional future distributions remains under evaluation based on our jurisdictional cash needs.

### *Capital Resources*

As of December 31, 2022, we have access to short- and long-term funding sources. These include access to the capital markets through a commercial paper program, as well as \$700 of available borrowing capacity under our 2021 Revolving Credit Agreement, which may potentially be expanded to \$1,050 under the agreement. In addition, we have market access to secure longer-term funding, if needed. Our commercial paper program is supported by our 2021 Revolving Credit Agreement and our policy is to maintain unused committed bank lines of credit in an amount greater than outstanding commercial paper balances. These sources of capital are described further below.

#### *Commercial Paper*

When available and economically feasible, we have accessed the commercial paper market through programs in place in the U.S. and Europe to supplement cash flows generated internally and to provide additional short-term funding.

The following table presents our outstanding commercial paper borrowings. See Note 15, [Debt](#), for further information.

As of December 31	2022	2021
Commercial Paper Outstanding - U.S. Program	\$ 299.2	\$ 150.0
Commercial Paper Outstanding - Euro Program	149.1	45.4
Total Commercial Paper Outstanding	\$ 448.3	195.4

The increase in commercial paper outstanding from December 31, 2021 to December 31, 2022 was primarily related to share repurchase activity and the Habonim acquisition. See Note 18, [Capital Stock](#), and Note 23, [Acquisitions and Investments](#), for further information.

All outstanding commercial paper for both periods had maturity terms of less than three months from the date of issuance. Our average daily outstanding commercial paper balance for the years ended 2022 and 2021 was \$459.6 and \$133.5, respectively, and the maximum outstanding commercial paper during each of those respective years was \$561.7 and \$197.5.

#### *Revolving Credit Agreement*

On August 5, 2021, we entered into a revolving credit facility agreement with a syndicate of third party lenders including Bank of America, N.A., as administrative agent (the 2021 Revolving Credit Agreement). The 2021 Revolving Credit Agreement matures in August 2026 and provides for an aggregate principal amount of up to \$700 of (i) revolving extensions of credit (the revolving loans) outstanding at any time, and (ii) letters of credit for a face amount up to \$100 at any time outstanding. Subject to certain conditions, we are permitted to terminate permanently the total commitments and reduce commitments by a minimum aggregate amount of \$10 or any whole multiple of \$1 in excess thereof. Borrowings under the credit facility are available in U.S. dollars, Euros, British

pound sterling or any other currency that may be requested by us, subject to the approval of the administrative agent and each lender. We are permitted to request that lenders increase the commitments under the facility by up to \$350 for a maximum aggregate principal amount of \$1,050; however, this is subject to certain conditions and therefore may not be available to us. As of December 31, 2022 and 2021, we had no outstanding borrowings under the current or former revolving credit agreements. See Note 15, [Debt](#), to the Consolidated Financial Statements for further information.

#### Long-term Debt

Long-term debt is generally defined as any debt with an original maturity greater than 12 months. Our long-term debt is primarily related to outstanding Italian government loans maturing in June 2027. Our long-term debt carries a weighted average fixed interest rate of 0.66% and requires annual principal and interest payments of approximately \$2.5, on average, through maturity. The table below provides our long-term debt outstanding as of December 31, 2022 and 2021.

As of December 31	2022	2021
Current portion of long-term debt	\$ 2.2	\$ 2.2
Non-current portion of long-term debt	7.7	9.9
Total long-term debt	\$ 9.9	\$ 12.1

See Note 15, [Debt](#), for further information.

#### Credit ratings

The Company's ability to access the global capital markets and the related cost of financing is dependent upon, among other factors, the Company's credit ratings. Our credit ratings as of December 31, 2022 were as follows:

Rating Agency	Short-Term Ratings	Long-Term Ratings
Standard & Poor's	A-2	BBB
Moody's Investors Service	P-2	Baa2
Fitch Ratings	F2	BBB+

There were no changes to our credit ratings during 2022. Please refer to the rating agency websites and press releases for more information.

#### Sources and Uses of Liquidity

In addition to the capital resources discussed above, our principal source of liquidity is our cash flow generated from operating activities, which provides us with the ability to meet the majority of our short-term funding requirements. The following table summarizes net cash derived from operating, investing, and financing activities for the years ended December 31, 2022 and 2021.

For the Year Ended December 31	2022	2021
Operating activities	\$ 277.7	\$ (8.4)
Investing activities	(255.1)	(82.3)
Financing activities	(83.3)	(99.8)
Foreign exchange	(25.8)	(22.6)
Total net cash used in continuing operations	\$ (86.5)	\$ (213.1)
Net cash from discontinued operations	0.1	0.8
Net change in cash and cash equivalents	\$ (86.4)	\$ (212.3)

#### Operating Activities

The increase in net cash from operating activities of \$286.1 was primarily due to the prior year payment of \$398.0 to fund the asbestos-related divestiture and higher segment operating income. This was partially offset by increased working capital investments to support sales growth and mitigate continued supply chain disruptions, and the timing of accounts receivable collections.

### Investing Activities

The increase in net cash used in investing activities of \$172.8 was primarily driven by our acquisition of Habonim of \$139.9 and investment in CRP of \$23.0. Refer to Note 23, [Acquisitions and Investments](#), for further information. In addition, capital expenditures increased by \$15.5 over the prior year.

### Financing Activities

The decrease in net cash used in financing activities of \$16.5 was primarily driven by an increase in net commercial paper borrowings of \$164.3. This was partially offset by increases in repurchases of ITT common stock of \$140.5 and dividends paid of \$12.1.

### Dividends

The amount and timing of dividends payable on our common stock are within the sole discretion of our Board of Directors and will be based on, and affected by, a number of factors, including our financial position and results of operations, available cash, expected capital spending plans, prevailing business conditions, and other factors the Board of Directors deems relevant. Therefore, we cannot provide any assurance as to what level of dividends, if any, will be paid in the future. Aggregate dividends declared in 2022 were \$87.7, compared to \$76.2 in 2021, reflecting annual per share amounts of \$1.056 and \$0.88, respectively. In the first quarter of 2023, we declared a quarterly dividend of \$0.29 per share for shareholders of record on March 9, 2023, which will be paid on April 3, 2023.

### Open-market Share Repurchases

On October 30, 2019, the Board of Directors approved our current program, an indefinite term \$500 open-market share repurchase program (the 2019 Plan) under which \$139 remains available. During the years ended December 31, 2022 and December 31, 2021, we spent \$245.3 and \$104.8, respectively, on open-market share repurchases under our share repurchase programs. All repurchased shares are retired immediately following the repurchases. See Note 18, [Capital Stock](#) for more information.

### Asbestos

During 2021, we completed the divestiture of InTelCo Management LLC (InTelCo), a former subsidiary which holds our legacy asbestos-related assets and liabilities, relieving us from any obligation with respect to pending and future asbestos claims. In connection with the divestiture, we contributed approximately \$398 to InTelCo. As a result of the divestiture transaction, we do not expect to incur any asbestos-related cash outflows in the future. See Note 20, [Commitments and Contingencies](#), for additional information.

### Funding of Postretirement Plans

The following table provides a summary of the funded status of our postretirement benefit plans.

As of December 31	2022				2021			
	U.S. Pension	Non-U.S. Pension	Other Benefits	Total	U.S. Pension	Non-U.S. Pension	Other Benefits	Total
Fair value of plan assets	\$ —	\$ 0.4	\$ —	\$ 0.4	\$ —	\$ 0.5	\$ —	\$ 0.5
Projected benefit obligation	11.2	67.9	70.7	149.8	14.8	93.1	106.4	214.3
Funded status	\$ (11.2)	\$ (67.5)	\$ (70.7)	\$ (149.4)	\$ (14.8)	\$ (92.6)	\$ (106.4)	\$ (213.8)

Our non-U.S. pension plans, which are typically not funded due to local regulations, had a decline in projected benefit obligation of \$25.2 during 2022, primarily due to a higher discount rate and favorable foreign currency translation. Our other employee-related benefit plans are generally unfunded plans as well. The projected benefit obligation of these plans declined by \$35.7 during 2022 primarily due to an increase in the discount rate and an amendment to a plan covering certain unionized employees and retirees within our IP business.

Contributions to our U.S. and non-U.S. pension and other postretirement plans were \$11.0 and \$10.5 during 2022 and 2021, respectively, which were used to fund participant benefits. We currently estimate 2023 contributions to our pension and other postretirement benefits plans of approximately \$13.

See Note 16, [Postretirement Benefit Plans](#), for additional financial information related to our postretirement obligations.

### Contractual Obligations

The following table summarizes ITT's commitment to make future payments under long-term contractual obligations as of December 31, 2022.

	Payments Due By Period				
	Total	Less Than 1 Year	1-3 Years	3-5 Years	More Than 5 Years
Long-term debt	\$ 9.9	\$ 2.2	\$ 4.5	\$ 3.2	\$ —
Operating leases	89.5	21.6	32.1	20.4	15.4
Purchase obligations <sup>(a)</sup>	109.3	98.3	11.0	—	—
Postretirement benefit payments <sup>(b)</sup>	149.4	12.4	21.9	20.4	94.7
Other long-term obligations <sup>(c)</sup>	68.9	6.1	17.7	6.0	39.1
Total	\$ 427.0	\$ 140.6	\$ 87.2	\$ 50.0	\$ 149.2

In addition to the amounts presented in the table above, we have recorded liabilities for uncertain tax positions of \$3.8 in our Consolidated Balance Sheet as of December 31, 2022. This amount has been excluded from the contractual obligations table due to an inability to reasonably estimate the timing of payments in individual years.

- (a) Represents unconditional purchase agreements that are enforceable and legally binding and that specify all significant terms to purchase goods or services, including fixed or minimum quantities to be purchased; fixed, minimum or variable price provisions; and the approximate timing of the transaction. Purchase agreements that are cancellable without penalty have been excluded.
- (b) Represents the projected timing of payments for benefits earned to date and the expectation that certain future service will be earned by current active employees for our pension and other employee-related benefit plans. See Note 16, [Postretirement Benefit Plans](#), for additional financial information related to our postretirement obligations.
- (c) Other long-term obligations include amounts recorded in our Consolidated Balance Sheet as of December 31, 2022, including estimated environmental payments and employee compensation agreements. We estimate based on historical experience that we will spend, on average, approximately \$5 per year on environmental investigation and remediation. A portion of our environmental investigation and remediation costs are legally mandated through various orders and agreements with state and federal oversight agencies. As of December 31, 2022, our recorded environmental liability was \$57.1. See Note 20, [Commitments and Contingencies](#), to the Consolidated Financial Statements for further information.



**Off-Balance Sheet Arrangements**

Off-balance sheet arrangements represent transactions, agreements or other contractual arrangements with unconsolidated entities, where an obligation or contingent interest exists. Our off-balance sheet arrangements as of December 31, 2022 consist of indemnities related to acquisition and disposition agreements and certain third-party guarantees.

**Indemnities**

Since our founding in 1920, we have acquired and disposed of numerous businesses. The related acquisition and disposition agreements allocate certain assets and liabilities among the parties and contain various representation and warranty clauses and may provide indemnities for a misrepresentation or breach of the representations and warranties by either party or for assumed or excluded liabilities. These provisions address a variety of subjects. The term and monetary amounts of each such provision are defined in the specific agreements and may be affected by various conditions and external factors. Many of the provisions have expired either by operation of law or as a result of the terms of the agreement. We do not have a liability recorded for these expired provisions and are not aware of any claims or other information that would give rise to material payments under such provisions.

**Guarantees**

We had \$141.7 of guarantees, letters of credit and similar arrangements outstanding as of December 31, 2022, primarily pertaining to commercial or performance guarantees and insurance matters. We have not recorded any material loss contingencies under these guarantees, letters of credit and similar arrangements as of December 31, 2022 as the likelihood of nonperformance by the underlying obligors is considered remote. From time to time, we may provide certain third-party guarantees that may be affected by various conditions and external factors, some of which could require that payments be made under such guarantees. We do not consider the maximum exposure or current recorded liabilities under our third-party guarantees to be material either individually or in the aggregate. We do not believe such payments would have a material adverse impact on our financial statements.

## KEY PERFORMANCE INDICATORS AND NON-GAAP MEASURES

Management reviews a variety of key performance indicators including revenue, segment operating income and margins, and earnings per share, some of which are calculated other than in accordance with accounting principles generally accepted in the United State of America (GAAP). In addition, we consider certain measures to be useful to management and investors when evaluating our operating performance for the periods presented. These measures provide a tool for evaluating our ongoing operations and management of assets from period to period. This information can assist investors in assessing our financial performance and measures our ability to generate capital for deployment among competing strategic alternatives and initiatives, including, but not limited to, acquisitions, dividends, and share repurchases. Some of these metrics, however, are not measures of financial performance under GAAP and should not be considered a substitute for measures determined in accordance with GAAP. We consider the non-GAAP measures disclosed in this Annual Report on Form 10-K to be key performance indicators. These measures, which may not be comparable to similarly titled measures reported by other companies, consist of the following:

- “Organic revenue” is defined as revenue, excluding the impacts of foreign currency fluctuations and acquisitions. The period-over-period change resulting from foreign currency fluctuations is estimated using a fixed exchange rate for both the current and prior periods. Management believes that reporting organic revenue provides useful information to investors by facilitating comparisons of our revenue performance with prior and future periods and to our peers.

A reconciliation of revenue to organic revenue for the year ended December 31, 2022 is provided below.

	Motion Technologies	Industrial Process	Connect & Control Technologies	Eliminations	Total ITT
2022 Revenue	\$ 1,374.0	\$ 971.0	\$ 645.6	\$ (2.9)	\$ 2,987.7
Acquisitions	—	(46.5)	—	—	(46.5)
Foreign currency translation	114.4	28.2	18.3	—	160.9
2022 Organic revenue	1,488.4	952.7	663.9	(2.9)	3,102.1
2021 Revenue	1,368.6	843.2	554.7	(1.5)	2,765.0
Organic revenue growth	\$ 119.8	\$ 109.5	\$ 109.2	\$ (1.4)	\$ 337.1
Percentage change	8.8 %	13.0 %	19.7 %		12.2 %

- “Adjusted operating income” and “Adjusted segment operating income” are defined as operating income, adjusted to exclude special items that include, but are not limited to, certain gain on sale of long-lived assets, restructuring, severance, certain asset impairment charges, certain acquisition-related impacts, unusual or infrequent operating items and, for 2021, asbestos-related impacts. Special items represent charges or credits that impact current results, which management views as unrelated to the Company’s ongoing operations and performance. “Adjusted operating margin” and “Adjusted segment operating margin” are defined as adjusted operating income or adjusted segment operating income divided by revenue. We believe that these financial measures are useful to investors and other users of our financial statements in evaluating ongoing operating profitability, as well as in evaluating operating performance in relation to our competitors.

A reconciliation of operating income to adjusted operating income for the years ended December 31, 2022 and 2021 are provided in the tables below.

Year Ended December 31, 2022	Motion Technologies	Industrial Process	Connect & Control Technologies	Total Segment	Corporate	ITT Inc.
Operating income	\$ 208.5	\$ 187.6	\$ 115.8	\$ 511.9	\$ (43.9)	\$ 468.0
Gain on sale of long-lived assets <sup>(a)</sup>	—	(15.5)	—	(15.5)	—	(15.5)
Impacts related to Russia-Ukraine war	3.1	4.8	—	7.9	—	7.9
Restructuring costs	2.7	1.3	—	4.0	(0.2)	3.8
Acquisition-related costs	—	3.2	—	3.2	0.5	3.7
Asset impairment charges	—	—	—	—	1.7	1.7
Other <sup>(b)</sup>	1.3	1.2	—	2.5	1.7	4.2
Adjusted operating income (loss)	\$ 215.6	\$ 182.6	\$ 115.8	\$ 514.0	\$ (40.2)	\$ 473.8
Operating margin	15.2 %	19.3 %	17.9 %	17.1 %		15.7 %
Adjusted operating margin	15.7 %	18.8 %	17.9 %	17.2 %		15.9 %

Year Ended December 31, 2021	Motion Technologies	Industrial Process	Connect & Control Technologies	Total Segment	Corporate	ITT Inc.
Operating income	\$ 258.2	\$ 126.8	\$ 81.7	\$ 466.7	\$ 37.6	\$ 504.3
Asbestos-related benefit, net	—	—	—	—	(74.4)	(74.4)
Restructuring costs	3.9	3.1	2.4	9.4	0.2	9.6
Other <sup>(c)</sup>	—	0.6	—	0.6	2.5	3.1
Adjusted operating income (loss)	\$ 262.1	\$ 130.5	\$ 84.1	\$ 476.7	\$ (34.1)	\$ 442.6
Operating margin	18.9 %	15.0 %	14.7 %	16.9 %		18.2 %
Adjusted operating margin	19.2 %	15.5 %	15.2 %	17.2 %		16.0 %

(a) 2022 includes a gain of \$14.7 related to the sale of a former operating facility that was previously held by a business within our IP segment.

(b) 2022 includes severance charges and accelerated amortization of an intangible asset.

(c) 2021 includes accelerated amortization of an intangible asset and acquisition-related costs.

- “Adjusted income from continuing operations” is defined as income from continuing operations attributable to ITT Inc. adjusted to exclude special items that include, but are not limited to, certain gain on sale of long-lived assets, restructuring, severance, certain asset impairment charges, pension termination and settlement impacts, certain acquisition-related impacts, income tax settlements or adjustments, unusual or infrequent items and, for 2021, asbestos-related impacts. Special items represent charges or credits, on an after-tax basis, that impact current results, which management views as unrelated to the Company’s ongoing operations and performance. The after-tax basis of each special item is determined using the jurisdictional tax rate of where the expense or benefit occurred. “Adjusted income from continuing operations per diluted share” (adjusted EPS) is defined as adjusted income from continuing operations divided by diluted weighted average common shares outstanding. We believe that adjusted income from continuing operations and adjusted EPS are useful to investors and other users of our financial statements in evaluating ongoing operating profitability, as well as in evaluating operating performance in relation to our competitors.

A reconciliation of adjusted income from continuing operations, including adjusted earnings per diluted share, to income from continuing operations and income from continuing operations per diluted share for the years ended December 31, 2022 and 2021 are provided in the table below.

	2022	2021
Income from continuing operations attributable to ITT Inc.	\$ 368.3	\$ 314.8
Gain on sale of long-lived assets, net of tax expense of \$3.8 and \$0.0 <sup>(a)</sup>	(11.7)	—
Impacts from Russia-Ukraine war, net of tax benefit of \$(1.3) and \$0.0, respectively	6.6	—
Acquisition-related costs, net of tax benefit of \$(0.3) and \$(0.1), respectively	3.4	0.5
Restructuring costs, net of tax benefit of \$(1.1) and \$(2.4), respectively	2.7	7.2
Asset impairment charges, net of tax benefit of \$(0.4) and \$0.0, respectively	1.3	—
Tax-related special items <sup>(b)</sup>	(2.3)	(10.5)
Net asbestos-related costs, net of tax expense of \$0.0 and \$113.5, respectively	—	39.1
Other costs (income), net of tax (benefit) expense of \$(1.0) and \$0.3, respectively <sup>(c)</sup>	3.2	(0.6)
Adjusted income from continuing operations	\$ 371.5	\$ 350.5
Income from continuing operations attributable to ITT Inc. per diluted share (EPS)	\$ 4.40	\$ 3.64
Adjusted EPS	\$ 4.44	\$ 4.05

- (a) 2022 includes a gain of \$14.7 related to the sale of a former operating facility that was previously held by a business within our IP segment.
- (b) The following table details significant components of the tax-related special items. See Note 6, [Income Taxes](#), to Consolidated Financial Statements for further information.

	2022	2021
Charge on undistributed foreign earnings	\$ (0.3)	\$ 4.0
Change in deferred tax asset valuation allowance	(1.2)	(1.9)
Change in uncertain tax positions	(0.7)	(15.3)
Other	(0.1)	2.7
Net tax-related special items	\$ (2.3)	\$ (10.5)

- (c) Other special items for 2022 consists primarily of employee severance expense, while 2021 consists primarily of a benefit from the finalization of the U.S. Qualified Pension Plan termination funding. In addition, both years include accelerated amortization expense of an intangible asset.

## CRITICAL ACCOUNTING ESTIMATES

The preparation of financial statements and related disclosures in accordance with GAAP requires us to make judgments, estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Significant accounting policies used in the preparation of the financial statements are discussed in Note 1, [Description of Business, Basis of Presentation and Summary of Significant Accounting Policies](#), to the Consolidated Financial Statements. An accounting policy is deemed critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time the estimate is made, if different estimates reasonably could have been used, or if changes to the estimate that are reasonably possible could materially affect the financial statements. Senior management has discussed the development, selection and disclosure of these estimates with the Audit Committee of ITT's Board of Directors.

The accounting estimates and assumptions discussed below are those that we consider most critical to fully understanding our financial statements and evaluating our results as they are inherently uncertain, involve the most subjective or complex judgments, include areas where different estimates reasonably could have been used, and the use of an alternative estimate that is reasonably possible could materially affect the financial statements. We base our estimates on historical experience and other data and assumptions believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Management believes the accounting estimates employed and the resulting balances reported in the Consolidated Financial Statements are reasonable; however, actual results could differ materially from our estimates and assumptions.

### Revenue Recognition

Revenue is derived from the sale of products and services to customers. We recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services. For product sales, other than certain long-term construction and production type contracts where we have no alternative use for the product and have an enforceable right to payment, we recognize revenue at the time control of our promised goods or services passes to the customer, generally when products are shipped and the contractual terms have been fulfilled.

We recognize revenue for certain highly customized long-term design and build projects using the cost-to-cost method, based upon the percentage of costs incurred to total projected costs. Revenue and profit recognized under the cost-to-cost method are based on management's estimates of measures such as total contract revenues, contract costs and the extent of progress toward completion. Due to the long-term nature of the contracts, these estimates are subject to uncertainties and require significant judgment. Estimates of contract costs include labor hours and rates, and material costs. These estimates consider historical performance, the complexity of the work to be performed, the estimated time to complete the project, and other economic factors such as inflation and market rates. We update our estimates on a periodic basis and any revisions to such estimates are recorded in earnings in the period in which they are determined. Provisions for estimated losses, if any, on uncompleted long-term contracts, are made in the period in which such losses are determined.

For contracts recognized at a point in time, provisions for estimated losses, if any, on uncompleted arrangements are recognized in the period in which such losses are determined. These estimates are subject to uncertainties and require significant judgment. They may consider historical performance, the complexity of the work to be performed, the estimated time to complete the project, and other economic factors such as inflation.

Additionally, accruals for estimated expenses related to sales returns and warranties are made at the time products are sold. Reserves for sales returns, rebates and other allowances are established using historical information on the frequency of returns for a particular product and period over which products can be returned. For distributors and resellers, our typical return period is less than 180 days. Future market conditions and product transitions may require us to take actions to increase customer incentive offerings, possibly resulting in a reduction in revenue at the time the incentive is offered.

Warranty accruals are established using historical information on the nature, frequency, and average cost of warranty claims and estimates of future costs. Our standard product warranty terms generally include post-sales support and repairs or replacement of a product at no additional charge for a specified period of time. Although we engage in extensive product quality programs and processes, we base our estimated warranty obligation on product warranty terms offered to customers, ongoing product failure rates, materials usage, service delivery costs incurred in correcting a product failure, and specific product class failures outside of our baseline experience and associated overhead costs. If actual product failure rates, repair rates, or any other post-sales support costs differ from these estimates, revisions to the estimated warranty liability would be required.

For certain highly complex contracts, design, engineering, and other preproduction costs may be capitalized if the costs relate directly to a contract or anticipated contract that the entity can specifically identify, the costs generate or enhance resources of the entity that will be used in satisfying performance obligations in the future and the costs are expected to be recovered. In addition to direct labor and materials to fulfill a contract or anticipated contract, we exercise judgment in determining which costs are allocated, including allocations of contract management and depreciation of tooling used to fulfill the contract. Additionally, overall contract profitability is estimated in determining cost recoverability.

### **Income Taxes**

Deferred income tax assets and liabilities are determined based on the estimated future tax effects of differences between the financial reporting and tax bases of assets and liabilities, applying currently enacted tax rates in effect for the year in which we expect the differences will reverse. We periodically assess the likelihood that we will be able to recover our deferred tax assets, and we reflect any changes to our estimate of the amount we are more likely than not to realize as a valuation allowance, with a corresponding adjustment to earnings or other comprehensive income (loss), as appropriate. The ultimate realization of deferred tax assets depends on the generation of future taxable income (including the reversals of deferred tax liabilities) during the periods in which those deferred tax assets will become deductible.

The Company assesses all available positive and negative evidence regarding the realizability of its deferred tax assets. Significant judgment is required in assessing the need for any valuation allowance recorded against deferred tax assets. In assessing the need for a valuation allowance, we consider all available evidence, both positive and negative, including the future reversal of existing taxable temporary differences, taxable income in carryback periods, prudent and feasible tax planning strategies, estimated future taxable income, and whether we have a recent history of losses. The valuation allowance can be affected by changes to tax regulations, interpretations and rulings, changes to enacted statutory tax rates, and changes to future taxable income estimates.

Our effective tax rate reflects the impact of certain undistributed foreign earnings for which we have not provided U.S. taxes because these earnings are considered indefinitely reinvested outside of the U.S. We plan foreign earnings remittance amounts based on projected cash flow needs, as well as the working capital and long-term investment requirements of our foreign subsidiaries and our domestic operations. Based on these assumptions, we estimate the amount we will distribute to the U.S. and accrue U.S. and foreign taxes on these planned foreign remittance amounts. Material changes in our estimates of cash, working capital and long-term investment requirements in the various jurisdictions in which we do business could impact our effective tax rate. Our provision for income taxes could be adversely impacted by changes in our geographic mix of earnings or changes in the enacted tax rates in the jurisdictions in which we conduct our business.

The calculation of our deferred and other tax balances involves significant management judgment when dealing with uncertainties in the application of complex tax regulations and rulings in a multitude of taxing jurisdictions across our global operations. The Company is routinely audited by U.S. federal, state and foreign tax authorities, the results of which could cause proposed assessments against the Company. We recognize potential liabilities and record tax liabilities for anticipated tax audit issues based on our estimate of whether, and to the extent to which, additional taxes will be due. Furthermore, we recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position in consideration of applicable tax statutes and related interpretations and precedents and the expected outcome of the proceedings (or negotiations) with the taxing authorities. Tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized on ultimate settlement.

We adjust our liability for uncertain tax positions in light of changing facts and circumstances; however, the ultimate resolution of a tax examination may differ from the amounts recorded in the financial statements for a number of reasons, including the Company's decision to settle rather than litigate a matter, relevant legal precedent related to similar matters, and the Company's success in supporting its filing positions with the tax authorities. If our estimate of tax liabilities proves different than the ultimate outcome, such differences will affect the provision for income taxes in the period in which such determination is made.

## Goodwill and Other Intangible Assets

We review goodwill and indefinite-lived intangible assets for impairment annually and whenever events or changes in circumstances indicate the carrying value of an asset may not be recoverable. We also review the carrying value of our finite-lived intangible assets for potential impairment when impairment indicators arise. We conduct our annual impairment tests as of the first day of the fourth quarter. When reviewing for impairment, we may opt to make an initial qualitative evaluation, which considers present events and circumstances, to determine the likelihood of impairment. Our decision to perform a qualitative impairment assessment for an individual reporting unit in a given year is influenced by a number of factors, including the significance of the excess of the reporting unit's estimated fair value over carrying value at the last quantitative assessment date, changes in macroeconomic, industry and reporting-unit specific conditions and the amount of time in between quantitative fair value measurements. If the likelihood of impairment is not considered to be more likely than not, then no further testing is performed.

In cases when we opt not to perform a qualitative evaluation, or the qualitative evaluation indicates that the likelihood of impairment is more likely than not, we then perform a quantitative impairment test for goodwill. We test each reporting unit for goodwill impairment quantitatively at a minimum of once every three years. We compare the estimated fair value of each reporting unit to its carrying value. If the estimated fair value of the reporting unit exceeds the carrying value of the net assets assigned to that reporting unit, goodwill is not impaired. If the carrying value of the net assets assigned to the reporting unit exceeds its fair value, then we record an impairment loss equal to the difference. In our annual impairment test for indefinite-lived intangible assets, we compare the fair value of those assets to their carrying value. We recognize an impairment loss when the estimated fair value of the indefinite-lived intangible asset is less than its carrying value.

We estimate the fair value of our reporting units using an income approach. Under the income approach, we calculate fair value based on the present value of estimated future cash flows. We estimate the fair value of our indefinite-lived intangible assets using the relief from royalty method. The relief from royalty method estimates the portion of a company's earnings attributable to an intellectual property asset based on an assumed royalty rate that the company would have paid had the asset not been owned.

Determining the fair value of a reporting unit or an indefinite-lived intangible asset is judgmental in nature and involves the use of significant estimates and assumptions, particularly related to future operating results and cash flows. These estimates and assumptions include, but are not limited to, revenue growth rates and operating margins used to calculate projected future cash flows, risk-adjusted discount rates, assumed royalty rates, future economic and market conditions, and the identification of appropriate market comparable data. In addition, the identification of reporting units and the allocation of assets and liabilities to the reporting units when determining the carrying value of each reporting unit also requires judgment. Goodwill is tested for impairment at the reporting unit level, which, based on the applicable accounting guidance, is either the operating segment or one level below (e.g., the divisions of our CCT segment). The fair value of our reporting units and indefinite-lived intangible assets are based on estimates and assumptions that are believed to be reasonable. Significant changes to these estimates and assumptions could adversely impact our conclusions. Actual future results may differ from those estimates. During the fourth quarter of 2022, we performed our annual impairment assessment and determined that the estimated fair values of our goodwill reporting units were substantially in excess of each of their carrying values. Had different reporting units been identified or had different valuation techniques or assumptions been utilized, the results of our impairment tests could have resulted in an impairment loss, which could have been material.

See Note 12, [Goodwill and Other Intangible Assets, Net](#), to the Consolidated Financial Statements for more information.

## Environmental Liabilities

We are subject to various federal, state, local, and foreign environmental laws and regulations that require environmental assessment or remediation efforts. Accruals for environmental exposures are recorded on a site-by-site basis when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated, based on current law and existing technologies. Significant judgment is required to determine both the likelihood of a loss and the estimated amount of loss. Engineering studies, probability techniques, historical experience, and other factors are used to identify and evaluate remediation alternatives and their related costs in estimating our reserve for environmental liabilities. Our environmental reserve of \$57.1 at December 31, 2022, represents management's estimate of undiscounted costs expected to be incurred related to environmental assessment or remediation efforts, including related legal fees, without regard to potential recoveries from insurance companies or other third parties. Our estimated liability is reduced to reflect the participation of other potentially responsible parties in those instances where it is probable that such parties are legally responsible and financially

capable of paying their respective share of the relevant costs and that share can be reasonably estimated. Our environmental accruals are reviewed and adjusted for progress of investigation and remediation efforts and as additional technical or legal information become available, such as the impact of negotiations with regulators and other potentially responsible parties, settlements, rulings, advice of legal counsel, and other current information.

We closely monitor our environmental responsibilities, together with trends in the environmental laws. Environmental remediation reserves are subject to numerous inherent uncertainties that affect our ability to estimate our share of the costs. Such uncertainties involve incomplete information regarding particular sites, incomplete information regarding other potentially responsible parties, uncertainty regarding the nature and extent of contamination at each site, uncertainties concerning the extent of remediation required under existing regulations, uncertainties concerning our share of any remediation liability, if any, widely varying cost estimates associated with potential alternative remedial approaches, uncertainty with regard to the length of time required to remediate a particular site, uncertainties concerning the potential effects of continuing improvements in remediation technology, and unpredictable nature and timing of changes in environmental standards and regulatory requirements. The effect of legislative or regulatory changes on environmental standards could be material to the Company's financial statements. Additionally, violations by us of such laws and regulations, discovery of previously unknown or more extensive contamination, litigation involving environmental impacts, our inability to recover costs associated with any such developments, or financial insolvency of other potentially responsible parties could have a material adverse effect on our financial statements.

Although it is not possible to predict with certainty the ultimate costs of environmental remediation, the reasonably possible high-end of our estimated environmental liability range at December 31, 2022 was \$93.5.

#### **Recent Accounting Pronouncements**

See Note 2, [Recent Accounting Pronouncements](#), to the Consolidated Financial Statements for a complete discussion of recent accounting pronouncements.

### **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

As a result of our global operating and financing activities, we are exposed to various market risks, including from changes in foreign currency exchange rates, interest rates and commodity prices, which may adversely affect our operating results and financial position. The impact from changes in market conditions is generally minimized through our normal operating and financing activities. However, we may use derivative instruments, primarily forward contracts, interest rate swaps and futures contracts, to manage some of these risks. We do not use derivative financial instruments for trading or other speculative purposes. To minimize the risk of counterparty non-performance, derivative instruments are entered into with major financial institutions and there is no significant concentration with any one counterparty.

#### ***Foreign Currency Risk***

Foreign currency risk is the possibility that our financial results could be adversely impacted because of changes in currency exchange rates. Our foreign currency exchange rate risk relates to receipts from customers, payments to suppliers and intercompany transactions denominated in foreign currencies. Our principal currency exposures relate to the euro, Chinese renminbi, Czech koruna, South Korean won, Saudi riyal and Hong Kong dollar. During 2022, there has been a rapid strengthening of the U.S. dollar against foreign currencies, including the euro and the Chinese renminbi, which has adversely impacted our financial results.

Based on a sensitivity analysis, a hypothetical 10% change in the foreign currency exchange rates for the year ended December 31, 2022 would have impacted our pre-tax earnings by approximately \$33. This calculation assumes that all currencies change in the same direction and proportion relative to the U.S. dollar and that there are no indirect effects, such as changes in non-U.S. dollar sales volumes or prices. To mitigate this risk, from time to time, we enter into derivative financial instruments (e.g., forward contracts) with creditworthy counterparties. The aforementioned sensitivity analysis does not take into account the impact of any derivative financial instruments entered into.

#### ***Interest Rate Risk***

Interest rate risk is the possibility that our financial results could be adversely impacted because of changes in interest rates. The Company's exposure to changes in interest rates relates primarily to the Company's outstanding debt, which consists primarily of commercial paper. While the Company is exposed to global interest rate fluctuations, it is most affected by fluctuations in U.S. interest rates. Changes in interest rates affect the interest



earned on the Company's cash and cash equivalents, derivative financial instruments and the fair value of those instruments, as well as costs associated with hedging and interest paid on the Company's outstanding debt.

During 2022, central banks around the world raised interest rates to counter inflation. Rising interest rates have increased our cost of debt and may adversely impact customer behavior, including demand for our products. These conditions have contributed to a strengthening of the U.S. dollar relative to foreign currencies, which has resulted in unfavorable foreign currency translation impacts.

As of December 31, 2022, our outstanding commercial paper was \$448.3, with a weighted average interest rate of 4.03%. We estimate that a hypothetical increase in interest rates of 100 basis points would result in approximately \$4.5 of additional annual interest expense based on current borrowing levels.

#### **Commodity Price Risk**

Commodity price risk is the possibility that our financial results could be adversely impacted because of changes in the prices of commodities used in production. Portions of our business are exposed to volatility in the prices of certain commodities, such as steel, gold, copper, nickel, iron, aluminum, tin, and rubber as well as specialty alloys, including titanium that we purchase in the raw form, or that are used in purchased component parts. The prices of these and other commodities may also be impacted by tariffs. When practical, we attempt to control such costs through fixed-price contracts with suppliers; however, we are prone to exposure as these contracts expire. We evaluate hedging opportunities to mitigate or minimize the risk of operating margin erosion resulting from the volatility of commodity prices.

Since 2020, the cost of raw materials, including commodities such as steel, that we use in our production processes has increased. The rising prices are mainly a result of increased demand fueled by economic recovery from the COVID-19 pandemic as well as lower supply since global production capacity was cut in 2020. In addition, the Russia-Ukraine war and China's reopening after lifting various COVID-19 safety measures during 2022 have exacerbated inflationary pressures on commodity prices. The impact of higher commodity prices on our financial results during 2022 was partially mitigated by fixed-price supply contracts with suppliers as well as improved price recovery.

Assuming all other variables remain constant, we estimate that a hypothetical 10% change in steel prices, excluding any impact of purchased component parts, would impact pre-tax earnings by approximately \$10 to \$12. We estimate that a hypothetical 10% change in prices for any other commodity would not be material to our financial statements.

## **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

See Index to Consolidated Financial Statements herein.

## **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

## **ITEM 9A. CONTROLS AND PROCEDURES**

Attached as exhibits to this Annual Report on Form 10-K are certifications of the Company's Chief Executive Officer (CEO) and Chief Financial Officer (CFO), which are required in accordance with Rule 13a-14 under the Exchange Act, as amended.

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

The Company, with the participation of various levels of management, including the CEO and CFO, conducted an evaluation of effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) as of December 31, 2022. Based on such evaluation, such officers have concluded that, as of the end of the period covered by this Annual Report on Form 10-K, the Company's disclosure controls and procedures are effective.

The Company's Disclosure Committee has the responsibility of considering and evaluating the materiality of information and reviewing disclosure obligations on a timely basis. The Disclosure Committee meets regularly and assists the CEO and the CFO in designing, establishing, reviewing, and evaluating the Company's disclosure controls and procedures.

### **(b) Management's Report on Internal Control Over Financial Reporting**

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. The Company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America.

Internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, completely, accurately and fairly reflect the transactions and dispositions of the Company's assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America; (iii) provide reasonable assurance that Company receipts and expenditures are made only in accordance with the authorization of management and the directors of the Company, and (iv) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of assets that could have a material effect on the Consolidated Financial Statements. Internal control over financial reporting includes the controls themselves, monitoring and internal auditing practices, and actions taken to correct any identified deficiencies.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2022. Management based this assessment on criteria for effective internal control over financial reporting described in the 2013 "Internal Control — Integrated Framework" released by the Committee of Sponsoring Organizations (COSO) of the Treadway Commission. Management's assessment included an evaluation of the design of the Company's internal control over financial reporting and testing of the operational effectiveness of its internal control over financial reporting. Management reviewed the results of its assessment with the Audit Committee of our Board of Directors.

For purposes of evaluating internal controls over financial reporting, management determined that the internal controls of Habonim Industrial Valves and Actuators Ltd (Habonim), which the Company acquired on April 4, 2022, would be excluded from the internal control assessment as of December 31, 2022, due to the timing of the closing of the acquisition and as permitted by the rules and regulations of the U.S. Securities and Exchange Commission. For the year ended December 31, 2022, Habonim constituted 3.9% of total assets and 1.5% of total revenues of the Company.

Based on this assessment, management determined that, as of December 31, 2022, the Company maintained effective internal control over financial reporting.

The Company's management, including the CEO and the CFO, does not expect that our internal control over financial reporting, because of inherent limitations, will prevent or detect all errors and all fraud. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may be inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management's assessment, included herein, should be read in conjunction with the certifications and the attestation report on the registrant's internal control over financial reporting issued by Deloitte & Touche LLP, an

independent registered public accounting firm, as stated in their report, which appears subsequent to Item 9B in this Annual Report on Form 10-K.

**(c) Changes in Internal Control over Financial Reporting**

During the three months ended December 31, 2022, no change occurred in our internal control over financial reporting that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

**Disclosure pursuant to Section 219 of the Iran Threat Reduction & Syria Human Rights Act (ITRA)**

This disclosure is made pursuant to Section 219 of the Iran Threat Reduction and Syria Human Rights Act of 2012 which added subsection (r) to Section 13 of the Exchange Act (Section 13(r)). Section 13(r) requires an issuer to disclose in its annual or quarterly reports whether it or any of its affiliates have knowingly engaged in certain activities, transactions or dealings relating to Iran. Disclosure of such activities, transactions or dealings is required even when conducted outside the United States by non-U.S. persons in compliance with applicable law, and whether or not such activities are sanctionable under U.S. law.

In its 2012 Annual Report, ITT described its acquisition of all the shares of Joh. Heinr. Bornemann GmbH (Bornemann) in November 2012, as well as certain activities of Bornemann in Iran and the wind down of those activities in accordance with a General License issued on December 26, 2012 (the General License) by the Office of Foreign Assets Control. As permitted by the General License, on or before March 8, 2013, Bornemann completed the wind-down activities and ceased all activities in Iran. As required to be disclosed by Section 13(r), the gross revenues and operating income to Bornemann from its Iranian activities subsequent to its acquisition by ITT were €2.2 million and €1.5 million, respectively. Prior to its acquisition by ITT, Bornemann issued a performance bond to its Iranian customer in the amount of €1.3 million (the Bond). Bornemann requested that the Bond be canceled prior to March 8, 2013; however, the former customer refused this request and as a result the Bond remains outstanding. Bornemann did not receive gross revenues or operating income, or pay interest, with respect to the Bond in any subsequent periods through December 31, 2022, however, Bornemann did pay annual fees of approximately €7 thousand in 2022, €10 thousand in 2021 and €11 thousand in 2020, to the German financial institution which is maintaining the Bond.

**Amendment to Amended and Restated By-Laws**

On February 14, 2023, the Board of the Company adopted Amended and Restated By-laws (as so amended and restated, the "By-laws"), which took effect immediately. The By-laws supersede the previously existing Amended and Restated By-laws, which were effective as of December 11, 2020. The By-laws primarily update certain procedural requirements related to shareholder nominations of directors in light of the recently effective "universal proxy" rules set forth in Rule 14a-19 ("Rule 14a-19") under the Exchange Act. The amendments reflected in the By-laws include:

- Updated procedural mechanics and disclosure requirements regarding the information shareholders must submit and representations shareholders must make in connection with providing advance notice of director nominations;
- A requirement that any shareholder submitting a nomination confirm whether the solicitation is an exempt solicitation and, in all other cases (other than nominations pursuant to the Company's proxy access By-law) (i) confirm that, in accordance with Rule 14a-19, the nominating shareholder will deliver proxy materials to shareholders representing at least 67% of the voting power of shares entitled to vote in the election of directors, and (ii) make a representation that the nominating shareholder will provide the Company with documents evidencing that it has solicited proxies from shareholders with the requisite voting power in compliance with Rule 14a-19; and
- A requirement that any director nomination made pursuant to Rule 14a-19 comply fully with Rule 14a-19 in order to be considered a valid nomination.

The amendments similarly update certain disclosure requirements regarding the information shareholders must submit in connection with providing advance notice of shareholder proposals of business other than director nominations. The By-laws also effect certain other clarifying and conforming changes.

A copy of the full text of the By-laws is attached hereto as Exhibit 3.2 and incorporated by reference herein.

**Departure of Director**

Geraud Darnis has given notice that he will not stand for re-election as a director of ITT Inc. (the "Company") when his current term expires at the Company's next annual meeting of stockholders (the "Annual Meeting"), which is expected to be held on May 10, 2023. Mr. Darnis' decision was not due to any disagreement with the Company on any matter relating to the Company's operations, policies or practices and he will continue to serve as a director of the Company until the 2023 annual meeting of stockholders. Mr. Darnis currently serves as Chairman of the Compensation and Human Capital Committee.

**ITEM 9C. DISCLOSURES REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not applicable.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of ITT Inc.

### Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of ITT Inc. and subsidiaries (the "Company") as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2022, of the Company and our report dated February 15, 2023, expressed an unqualified opinion on those financial statements.

As described in Management's Report on Internal Control Over Financial Reporting, management excluded from its assessment the internal control over financial reporting at Habonim Industrial Valves and Actuators Ltd., which was acquired on April 4, 2022, and whose financial statements constitute 3.9% of total assets and 1.5% of total revenues of the consolidated financial statement amounts as of and for the year ended December 31, 2022. Accordingly, our audit did not include the internal control over financial reporting at Habonim Industrial Valves and Actuators Ltd.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Stamford, Connecticut

February 15, 2023

## PART III

### ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information required by this Item 10 is incorporated by reference from the information provided under the sections entitled "Voting Items," "How to Vote," "Election of Directors (Proxy Item No. 1)," "Corporate Governance and Related Matters-Board and Committee Structure-Overview of Committees-Audit Committee" and "Audit Committee Report" in our Proxy Statement for the 2023 Annual Meeting of Shareholders (2023 Proxy Statement).

Information required by this Item 10 with respect to executive officers of the Company is contained under the heading "[Information About Our Executive Officers](#)" in Part I of this Annual Report on Form 10-K.

ITT has adopted corporate governance principles and charters for each of its standing committees. The principles address director qualification standards and responsibilities, access to management and independent advisors, compensation, orientation and continuing education, management succession principles and board and committee self-evaluation. The corporate governance principles and charters are available on the Company's website at [investors.itt.com/investors/governance](http://investors.itt.com/investors/governance). A copy of the corporate governance principles and charters is also available to any shareholder who requests a copy from the Company's secretary.

ITT has also adopted a written code of ethics, the "Code of Conduct," which is applicable to all directors, employees and officers (including the Company's principal executive officer, principal financial officer, principal accounting officer or controller, or person performing similar functions). The Company's Code of Conduct is available on our website at [investors.itt.com/investors/governance](http://investors.itt.com/investors/governance). We intend to satisfy the disclosure requirement under Item 5.05 of Form 8-K regarding an amendment to, or waiver from, a provision of our Code of Conduct by posting such information on our website at [www.itt.com](http://www.itt.com).

Pursuant to New York Stock Exchange (NYSE) Listing Company Manual Section 303A.12(a), the Company submitted a Section 12(a) CEO Certification to the NYSE in 2022. The Company also filed with the SEC, as exhibits to the Company's current Annual Report on Form 10-K, the certifications required under Section 302 of the Sarbanes-Oxley Act for its Chief Executive Officer and Chief Financial Officer.

### ITEM 11. EXECUTIVE COMPENSATION

Information required by this Item 11 is incorporated by reference to the discussion under the headings "2022 Non-Management Director Compensation," "Compensation Tables," "Compensation Discussion and Analysis," "Compensation and Human Capital Committee Report" and "Compensation Committee Interlocks and Insider Participation" in our 2023 Proxy Statement.

### ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information required by this Item 12 is incorporated by reference to the discussion under the caption "Other Matters - Stock Ownership of Directors, Executive Officers, and Certain Shareholders," and "Equity Compensation Plan Information" in our 2023 Proxy Statement.

### ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

Information required by this item is incorporated by reference to the discussions under the captions "Corporate Governance and Related Matters-Board and Governance Policies-Policies for Approving Related Party Transactions" and "Directors' Qualification and Selection Process-Director Independence" in our 2023 Proxy Statement.

### ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Information about the fees for 2022 and 2021 for professional services rendered by our independent registered public accounting firm is incorporated by reference to the discussion under the heading "Ratification of Appointment of the Independent Registered Public Accounting Firm (Proxy Item No. 2)" of our 2023 Proxy Statement. Our Audit Committee's policy on pre-approval of audit and permissible non-audit services of our independent registered public accounting firm is also incorporated by reference to the discussion under the heading "Ratification of Appointment of the Independent Registered Public Accounting Firm (Proxy Item No. 2)" of our 2023 Proxy Statement.

## PART IV

### **ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(a) Documents filed as a part of this report:

1. See Index to Consolidated Financial Statements appearing on page [52](#) for a list of the financial statements filed as a part of this report.
2. See Exhibit Index on page II-1 for a list of the exhibits filed or incorporated herein as a part of this report.

(b) Financial Statement Schedules are omitted because of the absence of the conditions under which they are required or because the required information is included in the Consolidated Financial Statements filed as part of this report.

### **ITEM 16. FORM 10-K SUMMARY**

Not Applicable.

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of ITT Inc.

### **Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of ITT Inc. and subsidiaries (the "Company") as of December 31, 2022 and 2021, the related consolidated statements of operations, comprehensive income, shareholders' equity, and cash flows, for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 15, 2023, expressed an unqualified opinion on the Company's internal control over financial reporting.

### **Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### **Critical Audit Matters**

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

### **Revenue Recognition – Refer to Note 1 and Note 4 to the Consolidated Financial Statements**

The Company recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. Consolidated revenue for the year ended December 31, 2022, was \$2,987.7 million.

In determining the timing of revenue recognition, the Company considers whether there is alternative use for their products or whether they are highly customized to customer specifications. For contracts with no alternative use, the Company also considers if there is an enforceable right to payment for work performed to date. For products with no alternative use and have an enforceable right to receive payment, revenue is recognized over time using either a cost to cost or units of delivery method. For products with an alternative use or do not have an enforceable right to payment, the Company recognizes revenue at a point in time which occurs when control passes to the customer.

Auditing the Company's identification and evaluation of terms and conditions in contracts for the timing of revenue recognition is a critical audit matter as there is a high degree of auditor judgment and an increased extent of audit effort in performing our audit procedures to evaluate whether terms and conditions in contracts and point of controls transferred were appropriately identified and evaluated by the Company.

Our audit procedures to test the Company's evaluation of contract terms and conditions that impact the timing of revenue recognition included the following, among others:

- Obtained an understanding, evaluated the design, and tested the operating effectiveness of controls of the Company's evaluation of contract terms to determine the appropriate application of policy to recognize revenue.
- Performed risk assessment procedures which include analytics to identify revenue trends and anomalies that require further investigation.
- Evaluated the Company's revenue recognition policy in accordance with US GAAP.
- Performed detail transaction testing of revenue by (1) evaluating the terms of revenue contracts and the appropriateness of management's determination of revenue recognition; (2) agreeing amounts recorded to source documents to determine the revenue was properly recognized.
- Performed testing of revenue transactions after the Company's fiscal year end to evaluate whether revenue was recognized in the appropriate fiscal year.

/s/ Deloitte & Touche LLP  
Stamford, Connecticut  
February 15, 2023

We have served as the Company's auditor since 2002.

## CONSOLIDATED STATEMENTS OF OPERATIONS

(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)  
YEARS ENDED DECEMBER 31

	2022	2021	2020
Revenue	\$ 2,987.7	\$ 2,765.0	\$ 2,477.8
Costs of revenue	2,065.4	1,865.5	1,695.6
Gross profit	922.3	899.5	782.2
General and administrative expenses	211.6	221.3	200.7
Sales and marketing expenses	156.9	150.8	146.5
Research and development expenses	96.5	94.9	84.9
Gain on sale of long-lived assets	(16.3)	(7.0)	(2.0)
Asbestos-related (benefit) costs, net	—	(74.4)	66.3
Restructuring costs	3.8	9.6	43.0
Asset impairment charges	1.8	—	16.3
Operating income	468.0	504.3	226.5
Interest expense (income), net	6.4	(1.1)	(0.7)
Non-operating postretirement costs (benefit), net	1.1	(1.3)	144.2
Miscellaneous income, net	(1.3)	(2.4)	(2.2)
Income from continuing operations before income tax	461.8	509.1	85.2
Income tax expense	91.1	189.6	15.3
Income from continuing operations	370.7	319.5	69.9
(Loss) income from discontinued operations, net of tax benefit (expense) of \$0.4, \$0.2, and \$(0.2), respectively	(1.3)	1.5	4.0
Net income	369.4	321.0	73.9
Less: Income attributable to noncontrolling interests	2.4	4.7	1.4
Net income attributable to ITT Inc.	\$ 367.0	\$ 316.3	\$ 72.5
<b>Amounts attributable to ITT Inc.:</b>			
Income from continuing operations, net of tax	\$ 368.3	\$ 314.8	\$ 68.5
(Loss) income from discontinued operations, net of tax	(1.3)	1.5	4.0
Net income	\$ 367.0	\$ 316.3	\$ 72.5
<b>Earnings (loss) per share attributable to ITT Inc.:</b>			
Basic:			
Continuing operations	\$ 4.42	\$ 3.66	\$ 0.79
Discontinued operations	(0.02)	0.02	0.05
Net income	\$ 4.40	\$ 3.68	\$ 0.84
Diluted:			
Continuing operations	\$ 4.40	\$ 3.64	\$ 0.78
Discontinued operations	(0.02)	0.02	0.05
Net income	\$ 4.38	\$ 3.66	\$ 0.83
Weighted average common shares – basic	83.4	86.0	86.7
Weighted average common shares – diluted	83.7	86.5	87.3

The accompanying Notes to the Consolidated Financial Statements are an integral part of the above Consolidated Statements of Operations.

## CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(IN MILLIONS) YEARS ENDED DECEMBER 31	2022	2021	2020
Net income	\$ 369.4	\$ 321.0	\$ 73.9
Other comprehensive (loss) income:			
Net foreign currency translation adjustment	(67.4)	(57.0)	28.5
Net change in postretirement benefit plans, net of tax impacts of \$(7.6), \$(1.5), and \$(18.7), respectively	44.4	15.1	77.4
Other comprehensive (loss) income	(23.0)	(41.9)	105.9
Comprehensive income	346.4	279.1	179.8
Less: Comprehensive income attributable to noncontrolling interests	2.4	4.7	1.4
Comprehensive income attributable to ITT Inc.	\$ 344.0	\$ 274.4	\$ 178.4
<b>Disclosure of reclassification adjustments and other adjustments to postretirement benefit plans (See Note 16)</b>			
Reclassification adjustments:			
Amortization of prior service benefit, net of tax expense of \$1.3, \$1.2, and \$1.2, respectively	\$ (4.2)	\$ (3.9)	\$ (3.9)
Amortization of net actuarial loss, net of tax benefit of \$(0.5), \$(0.7), and \$(1.8), respectively	2.6	3.7	7.1
Loss on plan settlement, net of tax benefit of \$0.0, \$0.0, and \$(25.7), respectively	—	—	111.3
Other adjustments:			
Prior service cost, net of tax expense of \$(1.9), \$0.0, and \$0.0, respectively	6.2	—	—
Net actuarial gain (loss), net of tax (expense) benefit of \$(6.5), \$(2.0), and \$7.6, respectively	38.1	12.6	(34.2)
Unrealized change from foreign currency translation	1.7	2.7	(2.9)
Net change in postretirement benefit plans, net of tax	\$ 44.4	\$ 15.1	\$ 77.4

The accompanying Notes to the Consolidated Financial Statements are an integral part of the above Consolidated Statements of Comprehensive Income.

## CONSOLIDATED BALANCE SHEETS

(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)  
DECEMBER 31

	2022	2021
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 561.2	\$ 647.5
Receivables, net	628.8	555.1
Inventories	533.9	430.9
Other current assets	112.9	88.6
<b>Total current assets</b>	<b>1,836.8</b>	<b>1,722.1</b>
Non-current assets:		
Plant, property and equipment, net	526.8	509.1
Goodwill	964.8	924.3
Other intangible assets, net	112.8	85.7
Other non-current assets	339.1	324.2
<b>Total non-current assets</b>	<b>1,943.5</b>	<b>1,843.3</b>
<b>Total assets</b>	<b>\$ 3,780.3</b>	<b>\$ 3,565.4</b>
<b>Liabilities and Shareholders' Equity</b>		
Current liabilities:		
Commercial paper and current maturities of long-term debt	\$ 451.0	\$ 197.6
Accounts payable	401.1	373.4
Accrued and other current liabilities	333.4	357.3
<b>Total current liabilities</b>	<b>1,185.5</b>	<b>928.3</b>
Non-current liabilities:		
Postretirement benefits	137.2	199.9
Other non-current liabilities	200.2	206.5
<b>Total non-current liabilities</b>	<b>337.4</b>	<b>406.4</b>
<b>Total liabilities</b>	<b>1,522.9</b>	<b>1,334.7</b>
Shareholders' equity:		
Common stock:		
Authorized – 250.0 shares, \$1 par value per share		
Issued and Outstanding – 82.7 and 85.5 shares, respectively	82.7	85.5
Retained earnings	2,509.7	2,461.6
Accumulated other comprehensive loss:		
Postretirement benefits	3.6	(40.8)
Cumulative translation adjustments	(347.9)	(280.5)
<b>Total ITT Inc. shareholders' equity</b>	<b>2,248.1</b>	<b>2,225.8</b>
Noncontrolling interests	9.3	4.9
<b>Total shareholders' equity</b>	<b>2,257.4</b>	<b>2,230.7</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$ 3,780.3</b>	<b>\$ 3,565.4</b>

The accompanying Notes to the Consolidated Financial Statements are an integral part of the above Consolidated Balance Sheets.

## CONSOLIDATED STATEMENTS OF CASH FLOWS

(IN MILLIONS)  
YEARS ENDED DECEMBER 31

	2022	2021	2020
<b>Operating Activities</b>			
Income from continuing operations attributable to ITT Inc.	\$ 368.3	\$ 314.8	\$ 68.5
Adjustments to income from continuing operations:			
Depreciation and amortization	107.4	113.1	112.2
Equity-based compensation	18.1	16.5	13.4
Asbestos-related (benefit) costs, net	—	(74.4)	66.3
Pension settlement charges	—	—	137.0
Deferred income tax expense (benefit)	2.9	115.7	(43.9)
Asset impairment charges	1.8	—	16.3
Gain on sale of long-lived assets	(16.3)	(7.0)	(2.0)
Other non-cash charges, net	27.5	28.3	45.0
Contributions to postretirement plans	(11.0)	(10.5)	(18.0)
Contribution to divest asbestos-related assets and liabilities	—	(398.0)	—
Changes in assets and liabilities:			
Change in receivables	(90.7)	(62.2)	83.3
Change in inventories	(99.5)	(82.7)	36.5
Change in contract assets	(7.4)	(2.5)	(1.0)
Change in contract liabilities	23.3	(3.6)	(1.9)
Change in accounts payable	39.4	77.6	(34.7)
Change in accrued expenses	(36.9)	15.8	4.2
Change in income taxes	(13.5)	8.2	(6.2)
Other, net	(35.7)	(57.5)	(39.1)
<b>Net Cash – Operating activities</b>	<b>277.7</b>	<b>(8.4)</b>	<b>435.9</b>
<b>Investing Activities</b>			
Capital expenditures	(103.9)	(88.4)	(63.7)
Proceeds from sale of long-lived assets	20.9	8.0	1.7
Acquisitions, net of cash acquired	(146.9)	—	(4.7)
Payments to acquire interest in unconsolidated subsidiaries	(25.6)	(1.9)	—
Other, net	0.4	—	0.9
<b>Net Cash – Investing activities</b>	<b>(255.1)</b>	<b>(82.3)</b>	<b>(65.8)</b>
<b>Financing Activities</b>			
Commercial paper, net borrowings	259.7	95.4	13.1
Short-term revolving loans, borrowings	—	—	495.8
Short-term revolving loans, repayments	—	—	(524.7)
Long-term debt, issued	—	—	1.5
Long-term debt, repayments	(2.1)	(2.4)	(2.5)
Share repurchases under repurchase plan	(245.3)	(104.8)	(73.2)
Payments for taxes related to net share settlement of stock incentive plans	(8.8)	(11.7)	(11.0)
Dividends paid	(87.9)	(75.8)	(59.0)
Other, net	1.1	(0.5)	1.4
<b>Net Cash – Financing activities</b>	<b>(83.3)</b>	<b>(99.8)</b>	<b>(158.6)</b>
Exchange rate effects on cash and cash equivalents	(25.8)	(22.6)	35.2
Net cash from discontinued operations – operating activities	0.1	0.8	1.0
<b>Net change in cash and cash equivalents</b>	<b>(86.4)</b>	<b>(212.3)</b>	<b>247.7</b>
Cash and cash equivalents – beginning of year (includes restricted cash of \$0.8, \$0.8, and \$0.8, respectively)	648.3	860.6	612.9
<b>Cash and Cash Equivalents – end of year (includes restricted cash of \$0.7, \$0.8, and \$0.8, respectively)</b>	<b>\$ 561.9</b>	<b>\$ 648.3</b>	<b>\$ 860.6</b>
<b>Supplemental Cash Flow Disclosures</b>			
Cash paid during the year for:			
Interest	\$ 10.8	\$ 3.3	\$ 3.3
Income taxes, net of refunds received	92.7	61.3	61.1

The accompanying Notes to the Consolidated Financial Statements are an integral part of the above Consolidated Statements of Cash Flows.

## CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

(IN MILLIONS, EXCEPT SHARE AMOUNTS)	Common Stock		Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total Shareholders' Equity
	(Shares)	(Dollars)				
<b>December 31, 2019</b>	<b>87.8</b>	<b>\$ 87.8</b>	<b>\$ 2,372.4</b>	<b>\$ (385.3)</b>	<b>\$ 2.9</b>	<b>\$ 2,077.8</b>
Activity from stock incentive plans	0.6	0.6	17.1	—	—	17.7
Share repurchases	(1.7)	(1.7)	(71.5)	—	—	(73.2)
Shares withheld related to net share settlement of stock incentive plans	(0.2)	(0.2)	(10.8)	—	—	(11.0)
Cumulative adjustment for accounting change	—	—	(1.2)	—	—	(1.2)
Net income	—	—	72.5	—	1.4	73.9
Dividends declared (\$0.676 per share)	—	—	(58.9)	—	—	(58.9)
Dividend to noncontrolling interest	—	—	—	—	(0.9)	(0.9)
Purchase of noncontrolling interest	—	—	(0.3)	—	(1.9)	(2.2)
Total other comprehensive income, net of tax	—	—	—	105.9	—	105.9
<b>December 31, 2020</b>	<b>86.5</b>	<b>86.5</b>	<b>2,319.3</b>	<b>(279.4)</b>	<b>1.5</b>	<b>2,127.9</b>
Activity from stock incentive plans	0.3	0.3	17.4	—	—	17.7
Share repurchases	(1.2)	(1.2)	(103.6)	—	—	(104.8)
Shares withheld related to net share settlement of stock incentive plans	(0.1)	(0.1)	(11.6)	—	—	(11.7)
Net income	—	—	316.3	—	4.7	321.0
Dividends declared (\$0.880 per share)	—	—	(76.2)	—	—	(76.2)
Dividend to noncontrolling interest	—	—	—	—	(1.4)	(1.4)
Total other comprehensive loss, net of tax	—	—	—	(41.9)	—	(41.9)
Other	—	—	—	—	0.1	0.1
<b>December 31, 2021</b>	<b>85.5</b>	<b>85.5</b>	<b>2,461.6</b>	<b>(321.3)</b>	<b>4.9</b>	<b>2,230.7</b>
Activity from stock incentive plans	0.3	0.3	19.7	—	—	20.0
Share repurchases	(3.0)	(3.0)	(242.3)	—	—	(245.3)
Shares withheld related to net share settlement of stock incentive plans	(0.1)	(0.1)	(8.7)	—	—	(8.8)
Net income	—	—	367.0	—	2.4	369.4
Dividends declared (\$1.056 per share)	—	—	(87.7)	—	—	(87.7)
Dividend to noncontrolling interest	—	—	—	—	(0.5)	(0.5)
Acquisition of noncontrolling interest	—	—	—	—	2.7	2.7
Total other comprehensive loss, net of tax	—	—	—	(23.0)	—	(23.0)
Other	—	—	0.1	—	(0.2)	(0.1)
<b>December 31, 2022</b>	<b>82.7</b>	<b>\$ 82.7</b>	<b>\$ 2,509.7</b>	<b>\$ (344.3)</b>	<b>\$ 9.3</b>	<b>\$ 2,257.4</b>

The accompanying Notes to the Consolidated Financial Statements are an integral part of the above Consolidated Statements of Changes in Shareholders' Equity.

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
(DOLLARS AND SHARES (EXCEPT PER SHARE AMOUNTS) IN MILLIONS, UNLESS OTHERWISE STATED)

**NOTE 1**  
**DESCRIPTION OF BUSINESS, BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Description of Business***

ITT Inc. is a diversified manufacturer of highly engineered critical components and customized technology solutions for the transportation, industrial, and energy markets. Unless the context otherwise indicates, references herein to "ITT," "the Company," and such words as "we," "us," and "our" include ITT Inc. and its subsidiaries. ITT operates in three segments: Motion Technologies, consisting of friction materials, and shock and vibration equipment; Industrial Process, consisting of industrial flow equipment and services; and Connect & Control Technologies, consisting of electronic connectors, fluid handling, motion control, composite materials, and noise and energy absorption products. Financial information for our segments is presented in Note 3, [Segment Information](#).

***Business Combination***

During the second quarter of 2022, we completed the acquisition of 100% of the privately held stock of Habonim Industrial Valves and Actuators Ltd. (Habonim), a leading provider of industrial valves and actuators for the gas distribution (including liquified natural gas), biotech, and harsh application service sectors, for a purchase price of \$139.9. Habonim reported 2021 annual sales of \$44. Habonim's results are reported within the Industrial Process segment beginning in the second quarter of 2022. Refer to Note 23, [Acquisitions and Investments](#) for further information.

***Divestiture of InTelCo Management LLC (InTelCo)***

Effective July 1, 2021, the Company divested InTelCo, the entity holding asbestos-related assets and liabilities, to a third-party. See Note 20, [Commitments and Contingencies](#), for further information.

***Russia-Ukraine War***

In February 2022, the United States and other leading nations announced targeted economic sanctions on Russia and certain Russian citizens in response to Russia's war with Ukraine, which has increased regional instability and global economic and political uncertainty. As described in Part I, Item 1A, [Risk Factors](#), our business may be sensitive to global economic conditions, which can be negatively impacted by instability in the geopolitical environment. Our annual direct sales to customers in Russia and Ukraine were approximately \$11 and \$38 in 2022 and 2021, respectively.

During the year ended December 31, 2022, we recorded total charges of \$7.9 primarily related to inventory and accounts receivable write-downs to reflect the increased risks facing some of our customers that serve the regions impacted by the Russia-Ukraine war. If the conflict expands to greater Europe, we may experience a further reduction in demand for our products. We are currently exploring alternatives for our operations in Russia, which could include a sale, disposition or wind down of operations, or a combination of these, although we cannot provide any assurance of the timeline for or the success of these alternatives. Such alternatives may cause us to incur additional costs, such as severance and other expenses. For additional discussion of the risks related to the Russia-Ukraine war, see Part I, Item 1A, [Risk Factors](#), herein.

***Basis of Presentation***

The Consolidated Financial Statements and Notes thereto were prepared in conformity with accounting principles generally accepted in the United States of America (GAAP).

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Estimates are revised as additional information becomes available. Estimates and assumptions are used for, but not limited to, revenue recognition, unrecognized tax benefits, deferred tax valuation allowances, projected benefit obligations for postretirement plans, accounting for business combinations, goodwill and other intangible asset impairment testing, environmental liabilities, allowance for credit losses and inventory valuation. Actual results could differ from these estimates.

Certain prior year amounts have been reclassified to conform to the current year presentation.



## **Significant Accounting Policies**

### *Principles of Consolidation*

Our consolidated financial statements include the accounts of all majority-owned subsidiaries. ITT consolidates companies in which it has a controlling financial interest or when ITT is considered the primary beneficiary of a variable interest entity. The results of companies acquired or disposed of during the fiscal year are included in the Consolidated Financial Statements from the effective date of acquisition or up to the date of disposal. All intercompany transactions have been eliminated.

### *Revenue Recognition*

Revenue is derived from the sale of products and services to customers. We recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services.

For product sales, we consider practical and contractual limitations in determining whether there is an alternative use for the product. For example, long-term design and build contracts are typically highly customized to a customer's specifications. For contracts with no alternative use and an enforceable right to payment for work performed to date, including a reasonable profit if the contract were to be terminated at the customer's convenience for reason other than nonperformance, we recognize revenue over time. All other product sales are recognized at a point in time.

For contracts recognized over time, we use the cost-to-cost method or the units-of-delivery method, depending on the nature of the contract, including length of production time.

For contracts recognized at a point in time, we recognize revenue when control passes to the customer, which is generally based on shipping terms that address when title and risk and rewards pass to the customer. However, we also consider certain customer acceptance provisions as certain contracts with customers include installation, testing, certification or other acceptance provisions. In instances where contractual terms include a provision for customer acceptance, we consider whether we have previously demonstrated that the product meets objective criteria specified by either the seller or customer in assessing whether control has passed to the customer.

For service contracts, we recognize revenue as the services are rendered if the customer is benefiting from the service as it is performed, or otherwise upon completion of the service. Separately priced extended warranties are recognized as a separate performance obligation over the warranty period.

The transaction price in our contracts consists of fixed consideration and the impact of variable consideration including returns, rebates and allowances, and penalties. Variable consideration is generally estimated using a probability-weighted approach based on historical experience, known trends, and current factors including market conditions and status of negotiations.

When there is more than one performance obligation, the transaction price is allocated to the performance obligations based on the relative estimated standalone selling prices. If not sold separately, estimated standalone selling prices are determined considering various factors including market and pricing trends, geography, product customization, and profit objectives. Revenue is recognized when the appropriate revenue recognition criteria for the individual performance obligations have been satisfied.

Revenue is reported net of any required taxes collected from customers and remitted to government authorities, with the collected taxes recorded as current liabilities until remitted to the relevant government authority.

Shipping and handling activities are accounted for as activities to fulfill a promise to transfer a product to a customer. As such, shipping and handling activities are not evaluated as a separate performance obligation.

For most contracts, payment is due from the customer within 30 to 90 days after the product is delivered or the service has been performed. For design and build contracts, we generally collect progress payments from the customer throughout the term of the contract, resulting in contract assets or liabilities depending on the timing of the payments. Contract assets consist of unbilled amounts when revenue recognized exceeds customer billings. Contract liabilities consist of advance payments and billings in excess of revenue recognized.

Design and engineering costs for highly complex products to be sold under a long-term production-type contract are capitalized and amortized in a manner consistent with revenue recognition of the related contract or anticipated contract. Other design and development costs are capitalized only if there is a contractual guarantee for reimbursement. Costs to obtain a contract (e.g., commissions) for contracts greater than one year are capitalized and amortized in a manner consistent with revenue recognition of the related contract.

### *Product Warranties*

Our standard product warranty terms generally include post-sales support and repairs or replacement of a product at no additional charge for a specified period of time. Accruals for estimated expenses related to product warranties are made at the time revenue is recognized and are recorded as a component of costs of revenue. We estimate the liability for warranty claims based on our standard warranties, the historical frequency of claims and the cost to replace or repair our products under warranty. Factors that influence our warranty liability include the number of units sold, the length of warranty term, historical and anticipated rates of warranty claims and the cost per claim.

### *Postretirement Benefit Plans*

ITT sponsors numerous pension and other employee-related defined benefit plans (collectively, postretirement benefit plans). Substantially all of our U.S. postretirement benefit plans are closed to new participants. Postretirement benefit obligations are generally determined, where applicable, based on participant years of service, future compensation, age at retirement or termination, and the assumed rate of future healthcare cost increases. The determination of projected benefit obligations and the recognition of expenses related to postretirement benefit plans are dependent on various assumptions that are judgmental. The assumptions involved in the measurement of our postretirement benefit plan obligations and net periodic postretirement costs primarily relate to discount rates, mortality and termination rates, and other factors. Management develops each assumption using relevant Company experience in conjunction with market-related data for each individual country in which such plans exist. Actual results that differ from our assumptions are accumulated and are amortized over the estimated future working life, or remaining lifetime, of the plan participants depending on the nature of the retirement plan. For the recognition of net periodic postretirement cost, the calculation of the long-term expected return on plan assets is generally derived using a market-related value of plan assets based on yearly average asset values at the measurement date over the last 5 years.

The funded status of all plans is recorded on our balance sheet. Actuarial gains and losses and prior service costs or credits that have not yet been recognized through net income are recorded in accumulated other comprehensive income within shareholders' equity, net of taxes, until they are amortized as a component of net periodic postretirement cost.

In 2020, the Company terminated its U.S. qualified pension plan by purchasing a group annuity contract from MassMutual Life Insurance Company (MassMutual), which fully assumed the responsibility for paying and administering pension benefits to approximately five thousand plan participants and their beneficiaries. In connection with the plan termination, the Company settled all future obligations under the plan by providing lump sum payments to eligible participants who elected to receive them, and by transferring the remaining projected benefit obligation to the insurance company. See Note 16, [Postretirement Benefit Plans](#), for additional information.

### *Research & Development*

Research and development activities are charged to expense as incurred. R&D as a percentage of sales was 3.2%, 3.4%, and 3.4% during 2022, 2021 and 2020, respectively.

### *Income Taxes*

We determine the provision for income taxes using the asset and liability approach. Under this approach, deferred income tax assets and liabilities are determined based on the estimated future tax effects of differences between the financial reporting and tax bases of assets and liabilities, applying currently enacted tax rates in effect for the year in which we expect the differences will reverse. The ultimate realization of deferred tax assets is dependent on the generation of future taxable income (including the reversals of deferred tax liabilities) during the periods in which those deferred tax assets will become deductible.

We record a valuation allowance against our deferred tax assets when it is more likely than not that all or a portion of the deferred tax assets will not be realized. In assessing the need for a valuation allowance, the Company considers all available positive and negative evidence regarding the realizability of its deferred tax assets, including the future reversal of existing taxable temporary differences, taxable income in carryback periods, prudent and feasible tax planning strategies, estimated future taxable income, and whether we have a recent history of losses. The valuation allowance can be affected by changes to tax regulations, interpretations and rulings, changes to enacted statutory tax rates, and changes to future taxable income estimates.

We have not provided deferred tax liabilities for the impact of U.S. income taxes on book over tax basis which we consider indefinitely reinvested outside the U.S. We plan foreign earnings remittance amounts based on projected cash flow needs, as well as the working capital and long-term investment requirements of foreign subsidiaries and our domestic operations.

Furthermore, we recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position in consideration of applicable tax statutes and related interpretations and precedents and the expected outcome of the proceedings (or negotiations) with the taxing authorities. Tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized on ultimate settlement.

The Company has elected to account for Global Intangible Low Taxed Income as a current period expense when incurred.

#### *Earnings Per Share*

Basic earnings per common share considers the weighted average number of common shares outstanding. Diluted earnings per share considers the outstanding shares utilized in the basic earnings per share calculation as well as the dilutive effect of outstanding stock options and restricted stock that do not contain rights to nonforfeitable dividends. Diluted shares outstanding include the dilutive effect of in-the-money options, unvested restricted stock units and unvested performance stock units. The dilutive effect of such equity awards is calculated based on the average share price for each reporting period using the treasury stock method. Common stock equivalents are excluded from the computation of earnings per share if they have an anti-dilutive effect.

#### *Cash and Cash Equivalents*

ITT considers all highly liquid investments purchased with an original maturity or remaining maturity at the time of purchase of three months or less to be cash equivalents. Cash equivalents primarily include fixed-maturity time deposits and money market investments. Restricted cash was \$0.7 and \$0.8 as of December 31, 2022 and 2021, respectively. Restricted cash is presented within Other current assets and Other non-current assets in our Consolidated Balance Sheets.

#### *Concentrations of Credit Risk*

Financial instruments that potentially subject ITT to significant concentrations of credit risk consist principally of cash and cash equivalents, accounts and notes receivables from trade customers, investments, and derivative financial instruments. We maintain cash and cash equivalents with various financial institutions located in different geographical regions, and our policy is designed to limit exposure to any individual counterparty. Derivative financial instruments are transacted with multiple highly reputable financial institutions. As part of our risk management processes, we perform periodic evaluations of the relative credit standing of the financial institutions with which we transact. We have not sustained any material credit losses during the previous three years with respect to financial instruments held at financial institutions.

Credit risk with respect to accounts receivable is generally diversified due to the large number of entities comprising ITT's customer base and their dispersion across many different industries and geographic regions. However, our largest customer represents approximately 10% and 11% of the December 31, 2022 and 2021 outstanding trade accounts receivable balance, respectively. Occasionally, we enter into notes receivables with certain of our customers. These notes receivables have maturities of six to 12 months and are guaranteed by reputable banks. ITT performs ongoing credit evaluations of the financial condition of its third-party distributors, resellers and other customers and requires collateral, such as letters of credit and bank guarantees, in certain circumstances.

#### *Allowance for Credit Losses*

We determine our allowance for credit losses using a combination of factors to reduce our trade receivables and contract asset balances to the net amount expected to be collected. The allowance is based on a variety of factors including the length of time receivables are past due, macroeconomic trends and conditions, significant one-time events, historical experience, and expectations of future economic conditions. We also record an allowance for individual accounts when we become aware of specific customer circumstances, such as in the case of bankruptcy filings or deterioration in the customer's operating results or financial position. The past due or delinquency status of a receivable is based on the contractual payment terms of the receivable. If circumstances related to the specific customer change, we adjust estimates of the recoverability of receivables as appropriate.

#### *Inventories*

Inventories, which include the costs of material, labor and overhead, are stated at the lower of cost or net realizable value. Cost is generally computed using the standard cost method, which approximates actual cost on a first-in, first-out (FIFO) basis. Variances between standard and actual costs are charged to cost of sales or capitalized to inventory. Estimated losses from obsolete and slow-moving inventories are recorded to reduce inventory values to their estimated net realizable value and are charged to cost of sales. At the point of loss

recognition, a new cost basis for that inventory is established and subsequent changes in facts and circumstances do not result in a recovery in carrying value. Inventories valued under the last-in, first-out (LIFO) method represent 13.0% and 13.4% of total 2022 and 2021 inventories, respectively. We have a LIFO reserve of \$16.8 and \$14.1 recorded as of December 31, 2022 and 2021, respectively.

#### *Plant, Property and Equipment*

Plant, property and equipment, including capitalized interest applicable to major project expenditures, are recorded at cost. Depreciation is computed on a straight-line basis over the estimated useful lives of the assets. Leasehold improvements are depreciated over the life of the lease or the asset, whichever is shorter. Fully depreciated assets are retained in property and accumulated depreciation accounts until disposal. Repairs and maintenance costs are expensed as incurred.

#### *Leases*

The Company enters into leases for the use of premises and equipment, primarily classified as operating leases. Operating lease costs are recognized as an operating expense over the lease term on a straight-line basis. For leases with terms greater than 12 months, we record a right-of-use asset and lease liability equal to the present value of the lease payments. In determining the discount rate used to measure the right-of-use asset and lease liability, we utilize the Company's incremental borrowing rate and consider the term of the lease, as well as the geographic location of the leased asset.

Where options to renew a lease are available, they are included in the lease term and capitalized on the balance sheet to the extent there would be a significant economic penalty not to elect the option. Certain real estate leases are subject to periodic changes in an index or market rate. Although lease liabilities are not remeasured as a result of changes to an index or rate, these changes are treated as variable lease payments and recognized in the period in which the obligation for those payments is incurred. Variable lease expense also includes property tax and property insurance costs.

#### *Capitalized Internal Use Software*

Costs incurred in the preliminary project stage of developing or acquiring internal use software are expensed as incurred. After the preliminary project stage is completed, management has approved the project and it is probable that the project will be completed and the software will be used for its intended purpose, ITT capitalizes certain internal and external costs incurred to acquire or create internal use software, principally related to software coding, designing system interfaces and installation and testing of the software. ITT amortizes capitalized internal use software costs using the straight-line method over the estimated useful life of the software, generally from 3 to 7 years.

#### *Investments*

Investments in fixed-maturity time deposits having an original maturity exceeding three months at the time of purchase, referred to as short-term time deposits, are classified as held-to-maturity and are recorded at amortized cost, which approximates fair value. There were no short-term time deposits held as of December 31, 2022 and December 31, 2021.

Investments in entities where we have the ability to exercise significant influence, but do not control, are accounted for under the equity method of accounting and are included in Other noncurrent assets in our Consolidated Balance Sheets. Significant influence typically exists if we have a 20% to 50% ownership interest in the investee. Under this method of accounting, our share of the net earnings or losses of the investee is included in non-operating profit in Miscellaneous income, net in our Consolidated Statements of Operations. We evaluate our equity method investments for impairment whenever events or changes in circumstances indicate that the carrying amounts of such investments may be impaired. If a decline in the value of an equity method investment is determined to be other than temporary, a loss is recorded in earnings in the current period.

Investments in entities for which we do not have significant operating influence (we generally hold a less than 20% ownership stake in these entities) are initially recorded at the purchase price. For investments in entities with readily determinable fair values (e.g., publicly traded), the investment is measured at fair value each subsequent reporting period. For investments in entities without a readily determinable fair value, we have made an accounting policy election to measure the investment at cost, adjusted for any impairments and/or observable price changes. In both cases, these investments are included in Other noncurrent assets in our Consolidated Balance Sheets, with any gains or losses and dividends received recognized in non-operating profit in Miscellaneous income, net in our Consolidated Statements of Operations.

Investments in corporate-owned life insurance (COLI) policies are recorded at their cash surrender values as of the balance sheet date. The Company's investments in COLI policies are included in other non-current assets in the consolidated balance sheets and were \$119.6 and \$118.2 at December 31, 2022 and 2021, respectively. Changes in the cash surrender value during the period generally reflect gains or losses in the fair value of assets, premium payments, and policy redemptions. Gains from COLI investments of \$0.7, \$3.9, and \$4.3 were recorded within General and administrative expenses in our Consolidated Statements of Operations during years ended December 31, 2022, 2021 and 2020, respectively. Cash receipts from COLI policies were \$0.4, \$0.0, and \$0.9 during 2022, 2021, and 2020, respectively, and are recognized in investing activities in our Consolidated Statements of Cash Flows.

#### *Long-Lived Asset Impairment*

Long-lived assets, including intangible assets with finite lives and capitalized internal use software, are tested for impairment whenever events or changes in circumstances indicate their carrying value may not be recoverable. We assess the recoverability of long-lived assets based on the undiscounted future cash flow the assets are expected to generate and recognize an impairment loss when estimated undiscounted future cash flows expected to result from the use of the asset plus net proceeds expected from disposition of the asset, if any, are less than the carrying value of the asset. When an impairment is identified, we reduce the carrying amount of the asset to its estimated fair value based on a discounted cash flow approach or, when available and appropriate, to comparable market values. During the first quarter of 2020, we recorded an impairment of \$4.0 for a business within the Industrial Process segment.

#### *Goodwill and Intangible Assets*

Goodwill represents purchase consideration paid in a business combination that exceeds the values assigned to the net assets of the acquired business. Intangible assets include customer relationships, proprietary technology, trademarks, patents and other intangible assets. Intangible assets with a finite life are generally amortized on a straight-line basis over an estimated economic useful life, which generally ranges from 7-20 years, and are tested for impairment if indicators of impairment are identified. Certain of our intangible assets have an indefinite life, namely certain brands and trademarks.

Goodwill and indefinite-lived intangible assets are not amortized, but rather are tested for impairment annually (or more frequently if impairment indicators arise, such as changes to the reporting unit structure, significant adverse changes in the business climate or an adverse action or assessment by a regulator). We conduct our annual impairment testing on the first day of the fourth fiscal quarter. We may perform an initial qualitative evaluation which considers present events and circumstances, to determine the likelihood of impairment. If the likelihood of impairment is not considered to be more likely than not, then no further testing is performed. If it is considered to be more likely than not that the asset is impaired based on the qualitative evaluation or we elect not to perform a qualitative evaluation, then a quantitative impairment test is performed. In the quantitative impairment test, the fair value of each reporting unit is compared to its carrying amount. If the fair value of a reporting unit exceeds its carrying value, there is no impairment. If the carrying value of the reporting unit exceeds its estimated fair value, then we record an impairment loss equal to the difference. For indefinite-lived intangibles, if it is considered to be more likely than not that the asset is impaired, we compare the fair value of those assets to their carrying value. We recognize an impairment loss when the estimated fair value of the indefinite-lived intangible asset is less than its carrying value. During the first quarter of 2020, we determined that certain intangible assets within the Industrial Process segment, including an indefinite-lived trademark, customer relationships and proprietary technology, would not be recoverable, resulting in an impairment of \$12.3.

We estimate the fair value of our reporting units using an income approach. Under the income approach, we estimate fair value based on the present value of estimated future cash flows. We estimate the fair value of our indefinite-lived intangible assets using the relief from royalty method. The relief from royalty method estimates the portion of a company's earnings attributable to an intellectual property asset based on an assumed royalty rate that the company would have paid had the asset not been owned.

#### *Business Combinations*

We allocate the purchase price of acquisitions to the tangible and intangible assets acquired, liabilities assumed, and non-controlling interests in the acquiree based on their estimated fair value at the acquisition date. Changes to acquisition date fair values prior to the expiration of the measurement period, a period not to exceed 12 months from date of acquisition, are recorded as an adjustment to the associated goodwill in the reporting period in which the adjustment amounts are determined. Changes to acquisition date fair values after expiration of the measurement period are recorded in earnings. The excess of the acquisition price over those estimated fair values is recorded as goodwill. Acquisition-related expenses are expensed as incurred and the costs associated with

restructuring actions initiated after the acquisition are recognized separately from the business combination. See Note 23, [Acquisitions and Investments](#), for additional information.

#### *Commitments and Contingencies*

We record accruals for commitments and loss contingencies when it is probable that a liability has been incurred and the amount of loss can be reasonably estimated. Significant judgment is required to determine both probability and the estimated amount of loss, and these assessments can involve a series of complex judgments about future events and may rely on estimates and assumptions that have been deemed reasonable by management. We review these accruals quarterly and adjust the accruals to reflect the impact of negotiations, settlements, rulings, advice of legal counsel, and other current information. See Note 20, [Commitments and Contingencies](#), for additional information.

#### *Environmental-Related Liabilities and Assets*

Accruals for environmental matters are recorded on a site-by-site basis when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated, based on current law and existing technologies. Our estimated liability is reduced to reflect the participation of other potentially responsible parties in those instances where it is probable that such parties are legally responsible and financially capable of paying their respective shares of the relevant costs, and that share can be reasonably estimated. Environmental liabilities are primarily included in other non-current liabilities at undiscounted amounts.

The Company records an asset related to its environmental insurance and other expected third party recoveries. The environmental-related asset represents our best estimate of probable recoveries from third parties for costs incurred in past periods, as well as costs estimated to be incurred in future periods.

Environmental costs and related recoveries are recorded within General and administrative expenses in our Consolidated Statements of Operations, other than those related to discontinued operations.

#### *Foreign Currency*

The national currencies of our foreign subsidiaries are generally the functional currencies. Balance Sheet accounts are translated at the exchange rate in effect at the end of each period, except for equity which is translated at historical rates; Statement of Operations accounts are translated at the average rates of exchange prevailing during the period. Gains and losses resulting from foreign currency translation are reflected in the cumulative translation adjustments component of shareholders' equity.

For foreign subsidiaries that do not use the local currency as their functional currency, foreign currency assets and liabilities are remeasured to the foreign subsidiary's functional currency using end of period exchange rates, except for nonmonetary balance sheet accounts, which are remeasured at historical exchange rates.

For transactions denominated in other than the functional currency, revenue and expenses are remeasured at average exchange rates in effect during the reporting period in which the transactions occurred, except for expenses related to nonmonetary assets and liabilities. Transaction gains or losses from foreign currency remeasurement are reported in General and administrative expenses in our Consolidated Statements of Operations. During 2022 and 2021, we recognized transaction gains of \$6.1 and \$1.9, respectively. During 2020, we recognized a transaction loss of \$7.6.

#### *Derivative Financial Instruments*

From time to time, the Company may use derivative financial instruments, primarily foreign currency forward and option contracts, to mitigate exposure from foreign currency exchange rate fluctuations as it pertains to receipts from customers, payments to suppliers and intercompany transactions; as well as from commodity price fluctuations. We record derivatives at their fair value as either an asset or liability. For derivatives not designated as hedges, adjustments to reflect changes in the fair value of our derivatives are included in earnings. For cash flow hedges that qualify and are designated for hedge accounting, the effective portion of the change in fair value of the derivative is recorded in accumulated other comprehensive loss and subsequently recognized in earnings when the hedged transaction affects earnings. Any ineffective portion is recognized immediately in earnings. As of December 31, 2022 and 2021, no derivatives were designated as hedges. The differentials paid or received on interest rate swap agreements are recognized as adjustments to interest expense. Derivative contracts involve the risk of non-performance by the counterparty. The fair value of our foreign currency contracts are determined using the net position of the contracts and the applicable spot rates and forward rates as of the reporting date. See Note 22, [Derivative Financial Instruments](#), for additional information.

### *Related Parties*

Related party transactions include those between: a parent and its subsidiaries; subsidiaries of a common parent; an entity and trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of the entity's management; an entity and its principal owners, management, or members of their immediate families; and affiliates. In January 2021, the Company entered into a three-month consulting agreement for \$0.2 with Thomas Scalera, ITT's former Executive Vice President and Chief Financial Officer. The consulting agreement included, but was not limited to, financial, accounting, and investor relations advisory services. There were no other related party transactions during 2022, 2021 or 2020.

## **NOTE 2 RECENT ACCOUNTING PRONOUNCEMENTS**

The Company considers the applicability and impact of all accounting standard updates (ASUs). ASUs not listed below were assessed and determined to be either not applicable or are expected to have minimal impact on our consolidated financial position or results of operations.

In October 2021, the FASB issued ASU 2021-08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers, which requires contract assets and contract liabilities acquired in a business combination to be recognized and measured by the acquiror on the acquisition date in accordance with Accounting Standards Codification Topic 606, Revenue from Contracts with Customers (ASC 606), as if it had originated the contracts. Under the previous guidance, such assets and liabilities were recognized by the acquiror at fair value as of the acquisition date. ASU 2021-08 is effective for fiscal years beginning after December 15, 2022. Early adoption is permitted. We have adopted and applied this guidance in connection with the Habonim acquisition. The adoption of this guidance did not have a significant impact on our operating results, financial position, or cash flows.

In November 2021, the FASB issued ASU 2021-10, Government Assistance (Topic 832), which enhances disclosure of transactions with governments that are accounted for by applying a grant or contribution model. ASU 2021-10 requires entities to provide information about the nature of the transactions, the related accounting policies used to account for the transactions, the effect of the transactions on an entity's financial statements, and significant terms and conditions associated with the transactions. ASU 2021-10 must be adopted for fiscal years beginning after December 15, 2021. Early adoption is permitted. We adopted this guidance during 2022 and the adoption of this guidance did not have a significant impact on our operating results, financial position, or cash flows. For additional information, see Note 9, [Inventories](#).

## **NOTE 3 SEGMENT INFORMATION**

The Company's segments are reported on the same basis used by our chief operating decision maker for evaluating performance and for allocating resources. Our three reportable segments are referred to as: Motion Technologies, Industrial Process, and Connect & Control Technologies.

*Motion Technologies* manufactures brake components and specialized sealing solutions, shock absorbers and damping technologies primarily for the global automotive, truck and trailer, public bus and rail transportation markets.

*Industrial Process* manufactures engineered fluid process equipment serving a diversified mix of customers in global industries such as chemical, energy, mining, and other industrial process markets and is a provider of plant optimization and efficiency solutions and aftermarket services and parts.

*Connect & Control Technologies* manufactures harsh-environment connector solutions, critical energy absorption, flow control components, and composite materials for the aerospace and defense, general industrial, medical, and energy markets.

Assets of our reportable segments exclude general corporate assets, which principally consist of cash, investments, deferred taxes, and certain property, plant and equipment. These assets are included within Corporate and Other, which is described further below.

Corporate and Other consists of corporate office expenses including compensation, benefits, occupancy, depreciation, and other administrative costs, as well as charges related to certain matters, such as asbestos and environmental liabilities, that are managed at a corporate level and are not included in segment results when evaluating performance or allocating resources. In addition, Corporate and Other includes research and development-related expenses associated with a subsidiary that does not constitute a reportable segment.

The following table presents our revenue, operating income, and operating margin for each segment.

For the Year Ended December 31	Revenue			Operating Income			Operating Margin		
	2022	2021	2020	2022	2021	2020	2022	2021	2020
Motion Technologies	\$ 1,374.0	\$ 1,368.6	\$ 1,121.1	\$ 208.5	\$ 258.2	\$ 184.0	15.2 %	18.9 %	16.4 %
Industrial Process	971.0	843.2	843.0	187.6	126.8	77.6	19.3 %	15.0 %	9.2 %
Connect & Control Technologies	645.6	554.7	516.5	115.8	81.7	57.0	17.9 %	14.7 %	11.0 %
Eliminations	(2.9)	(1.5)	(2.8)	—	—	—	—	—	—
Total segment results	2,987.7	2,765.0	2,477.8	511.9	466.7	318.6	17.1 %	16.9 %	12.9 %
Asbestos-related benefit (costs), net <sup>(a)</sup>	—	—	—	—	74.4	(66.3)	—	—	—
Other corporate costs	—	—	—	(43.9)	(36.8)	(25.8)	—	—	—
Total Corporate and other (costs) benefit	—	—	—	(43.9)	37.6	(92.1)	—	—	—
Total	\$ 2,987.7	\$ 2,765.0	\$ 2,477.8	\$ 468.0	\$ 504.3	\$ 226.5	15.7 %	18.2 %	9.1 %

(a) The 2021 period includes a pre-tax gain of \$88.8 resulting from the InTelCo Management LLC (InTelCo) divestiture transaction. The 2020 period includes the impact of extending the net asbestos measurement over the full time period we expected claims to be filed against InTelCo. See Note 20, [Commitments and Contingencies](#), for further information.

The following table presents our assets as of December 31, 2022 and 2021, as well as our capital expenditures and depreciation and amortization expense for the years ended December 31, 2022, 2021, and 2020, by segment.

	Assets		Capital Expenditures			Depreciation and Amortization		
	2022	2021	2022	2021	2020	2022	2021	2020
Motion Technologies	\$ 1,311.9	\$ 1,272.8	\$ 73.2	\$ 71.1	\$ 43.8	\$ 59.9	\$ 64.1	\$ 60.0
Industrial Process	1,218.6	1,030.0	10.9	6.7	8.3	25.3	22.3	23.7
Connect & Control Technologies	751.6	719.3	14.8	8.5	10.6	18.8	21.8	23.1
Corporate and Other	498.2	543.3	5.0	2.1	1.0	3.4	4.9	5.4
Total	\$ 3,780.3	\$ 3,565.4	\$ 103.9	\$ 88.4	\$ 63.7	\$ 107.4	\$ 113.1	\$ 112.2



The following table displays consolidated revenue by geographic region. Revenue is attributed to individual regions based on the destination of the product or service delivery.

For the Year Ended December 31, 2022	Motion Technologies	Industrial Process	Connect & Control Technologies	Eliminations	Total
North America <sup>(a)</sup>	\$ 266.9	\$ 566.2	\$ 390.2	\$ (2.8)	\$ 1,220.5
Europe <sup>(b)</sup>	756.7	94.6	136.4	—	987.7
Asia <sup>(c)</sup>	333.6	102.8	88.1	(0.1)	524.4
Middle East and Africa	1.3	120.8	22.4	—	144.5
South America	15.5	86.6	8.5	—	110.6
<b>Total</b>	<b>\$ 1,374.0</b>	<b>\$ 971.0</b>	<b>\$ 645.6</b>	<b>\$ (2.9)</b>	<b>\$ 2,987.7</b>

For the Year Ended December 31, 2021	Motion Technologies	Industrial Process	Connect & Control Technologies	Eliminations	Total
North America <sup>(a)</sup>	\$ 249.9	\$ 470.1	\$ 331.4	\$ (1.5)	\$ 1,049.9
Europe <sup>(b)</sup>	798.8	96.0	115.5	—	1,010.3
Asia <sup>(c)</sup>	307.8	99.8	84.0	—	491.6
Middle East and Africa	1.0	97.7	18.1	—	116.8
South America	11.1	79.6	5.7	—	96.4
<b>Total</b>	<b>\$ 1,368.6</b>	<b>\$ 843.2</b>	<b>\$ 554.7</b>	<b>\$ (1.5)</b>	<b>\$ 2,765.0</b>

For the Year Ended December 31, 2020	Motion Technologies	Industrial Process	Connect & Control Technologies	Eliminations	Total
North America <sup>(a)</sup>	\$ 187.3	\$ 479.0	\$ 319.3	\$ (2.6)	\$ 983.0
Europe <sup>(b)</sup>	676.4	95.5	97.4	—	869.3
Asia <sup>(c)</sup>	243.8	93.1	77.0	(0.2)	413.7
Middle East and Africa	1.5	92.0	18.8	—	112.3
South America	12.1	83.4	4.0	—	99.5
<b>Total</b>	<b>\$ 1,121.1</b>	<b>\$ 843.0</b>	<b>\$ 516.5</b>	<b>\$ (2.8)</b>	<b>\$ 2,477.8</b>

(a) Includes revenue of \$978.6, \$842.9, and \$811.0 from the United States for 2022, 2021, and 2020, respectively.

(b) Includes revenue of \$404.7, \$418.3, and \$334.9 from Germany for 2022, 2021, and 2020, respectively.

(c) Includes revenue of \$307.8, \$306.5, and \$232.9 from China for 2022, 2021, and 2020, respectively.

The following table displays Plant, Property and Equipment (PPE), net by geographic region.

As of December 31	2022	2021
North America <sup>(a)</sup>	\$ 156.5	\$ 160.6
Europe <sup>(b)</sup>	272.5	263.8
Asia <sup>(c)</sup>	79.2	81.1
Middle East and Africa	15.8	0.6
South America	2.8	3.0
<b>Total</b>	<b>\$ 526.8</b>	<b>\$ 509.1</b>

(a) Includes PPE, net of \$125.2 and \$130.3 in the United States as of December 31, 2022 and 2021, respectively.

(b) Includes PPE, net of \$113.6 and \$115.7 in Italy as of December 31, 2022 and 2021, respectively.

(c) Includes PPE, net of \$52.8 and \$52.5 in China as of December 31, 2022 and 2021, respectively.

## NOTE 4 REVENUE

The following table represents our revenue disaggregated by end market.

For the Year Ended December 31, 2022	Motion Technologies	Industrial Process	Connect & Control Technologies	Eliminations	Total
Auto and rail	\$ 1,336.1	\$ —	\$ —	\$ (0.1)	\$ 1,336.0
Chemical and industrial pumps	—	780.9	—	(0.1)	780.8
Aerospace and defense	7.8	—	316.9	—	324.7
General industrial	30.1	—	285.1	(2.7)	312.5
Energy	—	190.1	43.6	—	233.7
<b>Total</b>	<b>\$ 1,374.0</b>	<b>\$ 971.0</b>	<b>\$ 645.6</b>	<b>\$ (2.9)</b>	<b>\$ 2,987.7</b>
For the Year Ended December 31, 2021					
Auto and rail	\$ 1,335.1	\$ —	\$ —	\$ —	\$ 1,335.1
Chemical and industrial pumps	—	659.0	—	—	659.0
Aerospace and defense	8.3	—	261.4	—	269.7
General industrial	25.2	—	255.2	(1.5)	278.9
Energy	—	184.2	38.1	—	222.3
<b>Total</b>	<b>\$ 1,368.6</b>	<b>\$ 843.2</b>	<b>\$ 554.7</b>	<b>\$ (1.5)</b>	<b>\$ 2,765.0</b>
For the Year Ended December 31, 2020					
Auto and rail	\$ 1,104.6	\$ —	\$ —	\$ (0.2)	\$ 1,104.4
Chemical and industrial pumps	—	660.5	—	—	660.5
Aerospace and defense	6.7	—	284.7	—	291.4
General industrial	9.8	—	200.5	(2.6)	207.7
Energy	—	182.5	31.3	—	213.8
<b>Total</b>	<b>\$ 1,121.1</b>	<b>\$ 843.0</b>	<b>\$ 516.5</b>	<b>\$ (2.8)</b>	<b>\$ 2,477.8</b>

During 2022, 2021, and 2020, a single external customer, Continental AG, accounted for 8.4%, 9.8%, and 9.1% of consolidated ITT revenue, respectively. Revenue from this customer is reported within our Motion Technologies segment.

Revenue recognized related to our Industrial Process segment primarily consists of pumps, valves and plant optimization systems and related services which serve the general industrial, energy, chemical and petrochemical, pharmaceutical, mining, pulp and paper, food and beverage, and power generation markets. Many of Industrial Process's products are highly engineered and customized to our customer needs and therefore do not have an alternative use. For these longer term design and build projects, if the contract states that we also have an enforceable right to payment, we recognize revenue over time using the cost-to-cost method as we satisfy the performance obligations identified in the contract. If no right to payment exists, revenue is recognized at a point in time, generally based on shipping terms. A majority of our design and build project contracts currently do not have a right to payment. For pumps that do have an alternative use to us, revenue is recognized at a point in time. Revenue on service and repair contracts, representing 4%, 3%, and 4% of consolidated ITT revenue in 2022, 2021, and 2020, respectively, is recognized after the services have been rendered or over the service contract period.

Our Motion Technologies segment manufactures brake pads, shims, shock absorbers, and energy absorption components, and sealing technologies primarily for the transportation industry. Our Connect & Control Technologies segment designs and manufactures a range of highly engineered connectors and specialized control components for critical applications supporting various markets including aerospace and defense, industrial, transportation, medical, and energy. In both of these segments, most products have an alternative use. Therefore, revenue for those products is recognized at a point in time when control passes to the customer. In certain circumstances, we have concluded we do not have an alternative use for the component product. In these cases, due to the short-term nature of the production process we use a units-of-delivery method of revenue recognition.

### Contract Assets and Liabilities

Contract assets consist of unbilled amounts where revenue recognized exceeds customer billings. Contract liabilities consist of advance payments and billings in excess of revenue recognized. The following table represents our net contract assets and liabilities.

As of December 31	2022	2021
Current contract assets	\$ 26.3	\$ 20.6
Noncurrent contract assets	1.2	0.3
Current contract liabilities	(70.2)	(46.6)
Noncurrent contract liabilities	(4.4)	(4.4)
Net contract liabilities	\$ (47.1)	\$ (30.1)

Our net contract liability increased \$17.0 during 2022, primarily due to timing of cash receipts relative to project performance within our IP segment. During 2022, we recognized revenue of \$33.7 related to contract liabilities at December 31, 2021.

The aggregate amount of the transaction price allocated to unsatisfied or partially satisfied performance obligations was \$1,079.4 as of December 31, 2022. Of this amount, we expect to recognize approximately \$940.0 to \$960.0 of revenue during 2023 and the remainder thereafter.

As of December 31, 2022 and 2021, deferred contract costs, net were \$4.5 and \$5.5, respectively, primarily related to pre-contract costs. During 2022 and 2021, we amortized \$1.0 and \$0.9, respectively.

### NOTE 5 RESTRUCTURING ACTIONS

We have initiated various restructuring actions throughout our businesses during the past three years. The 2020 Global Restructuring Plan is identified as individually significant and is described further below. There were no other restructuring actions considered individually significant.

The following table provides restructuring costs by component and by segment.

For the Year Ended December 31	2022	2021	2020
By component:			
Severance and other employee-related costs	\$ 3.5	\$ 8.0	\$ 41.5
Asset write-offs	0.1	0.6	—
Other	0.2	1.0	1.5
Total restructuring costs	\$ 3.8	\$ 9.6	\$ 43.0
By segment:			
Motion Technologies	\$ 2.7	\$ 3.9	\$ 12.7
Industrial Process	1.3	3.1	19.5
Connect & Control Technologies	—	2.4	8.5
Corporate and Other	(0.2)	0.2	2.3
Total restructuring costs	\$ 3.8	\$ 9.6	\$ 43.0

The following table displays a rollforward of our total restructuring liability, presented within Accrued liabilities on our Consolidated Balance Sheets.

	2022	2021
Restructuring liability as of January 1	\$ 11.0	\$ 19.1
Restructuring costs	5.1	11.7
Reversal of prior accruals	(1.3)	(2.1)
Cash payments	(10.5)	(16.5)
Asset write-offs	(0.1)	(0.6)
Foreign exchange translation and other	(0.3)	(0.6)
Restructuring liability as of December 31	\$ 3.9	\$ 11.0
By accrual type:		
Severance and other employee-related	\$ 3.9	\$ 10.9
Other	—	0.1

#### 2020 Global Restructuring Plan

During 2020, an organizational-wide restructuring plan was initiated to reduce the overall cost structure of the Company primarily in response to an anticipated reduction in demand from the COVID-19 pandemic (the 2020 Global Restructuring Plan). Total restructuring charges incurred in connection with the restructuring plan through the December 31, 2022 were \$46.8, primarily related to involuntary severance costs. As of December 31, 2022, the 2020 Global Restructuring Plan is substantially complete.

The following table summarizes our restructuring costs incurred during 2022 and the cumulative costs incurred through December 31, 2022 by segment related to the 2020 Global Restructuring Plan.

	Incurred in 2022	Incurred to Date
Motion Technologies	\$ (0.1)	\$ 12.6
Industrial Process	0.4	22.8
Connect & Control Technologies	—	8.8
Corporate and Other	—	2.6
Total	\$ 0.3	\$ 46.8

The following table displays a rollforward of our restructuring liability related to the 2020 Global Restructuring Plan, which we expect to be substantially paid during 2023.

	2022	2021
Beginning balance as of January 1	\$ 4.8	\$ 17.1
Restructuring costs	0.3	2.5
Cash payments	(3.1)	(13.6)
Asset write-offs	(0.1)	(0.6)
Foreign exchange translation and other	(0.8)	(0.6)
Ending balance as of December 31	\$ 1.1	\$ 4.8

## NOTE 6 INCOME TAXES

The following table displays information regarding income tax expense (benefit) from continuing operations.

For the Year Ended December 31	2022	2021	2020
Income (loss) components:			
United States	\$ 155.7	\$ 199.4	\$ (124.3)
International	306.1	309.7	209.5
Income from continuing operations before income tax	461.8	509.1	85.2
Income tax expense (benefit) components:			
Current income tax expense (benefit):			
United States – federal	32.6	21.1	9.9
United States – state and local	1.2	2.6	(1.5)
International	54.4	50.2	50.8
Total current income tax expense	88.2	73.9	59.2
Deferred income tax expense (benefit) components:			
United States – federal	(0.2)	96.9	(36.6)
United States – state and local	3.1	15.5	(4.8)
International	—	3.3	(2.5)
Total deferred income tax expense (benefit)	2.9	115.7	(43.9)
Income tax expense	\$ 91.1	\$ 189.6	\$ 15.3
Effective income tax rate	19.7 %	37.2 %	18.0 %

The following table includes a reconciliation of the U.S. statutory tax rate to our effective income tax rate related to income from continuing operations.

For the Year Ended December 31	2022	2021	2020
Tax provision at U.S. statutory rate	21.0 %	21.0 %	21.0 %
State and local income tax	1.1 %	0.6 %	(2.4)%
U.S. tax on foreign earnings	0.6 %	0.1 %	(0.2)%
Italy patent box	(1.2)%	(1.3)%	(5.6)%
U.S. permanent items	(0.5)%	(0.1)%	(0.1)%
Excess tax benefits on stock-based compensation	(0.5)%	(0.6)%	(3.6)%
Audit settlements and unrecognized tax benefits	(0.2)%	(1.0)%	(5.4)%
Valuation allowance on deferred tax assets	(0.2)%	(0.4)%	1.5 %
Tax on undistributed foreign earnings	(0.1)%	0.8 %	7.4 %
Asbestos divestiture	— %	18.9 %	— %
Foreign tax rate differential	— %	(0.2)%	1.6 %
Pension settlement AOCI expense	— %	— %	5.9 %
Other adjustments	(0.3)%	(0.6)%	(2.1)%
Effective income tax rate	19.7 %	37.2 %	18.0 %

The lower effective tax rate in 2022 compared to 2021 resulted from the Company recording tax expense in 2021 on the reversal of previously recorded deferred tax assets of \$116.9 related to the Company's divestiture of the entity holding asbestos-related assets and liabilities. See Note 20, [Commitments and Contingencies](#), for further information.

Under the Tax Cuts and Jobs Act of 2017, research and development costs are no longer fully deductible and are required to be capitalized and amortized for U.S. tax purposes effective January 1, 2022. The mandatory capitalization requirement increases our deferred tax assets and cash tax liabilities.

On August 16, 2022, Congress passed the Inflation Reduction Act of 2022. The tax provisions most applicable to us are the newly introduced 15% corporate alternative minimum tax on book income and 1% excise tax on stock repurchases, which are both effective January 1, 2023. While we do not anticipate these changes to be significant, they could impact our consolidated financial position and we will continue to monitor as new information and guidance becomes available.

The Company provides for deferred taxes on the undistributed earnings and profits of all foreign subsidiaries, determined under U.S. tax law. At December 31, 2022, the amount of undistributed earnings and profits of all foreign subsidiaries was \$1,237.8. The Company anticipates that these foreign earnings and future earnings of its foreign subsidiaries that are not indefinitely reinvested will be sufficient to meet its U.S. cash needs. The Company is indefinitely reinvested in any excess of financial reporting over tax basis in its foreign subsidiaries that exceeds undistributed earnings and profits. At December 31, 2022, the indefinitely reinvested excess of financial reporting over tax basis was \$130.8.

The following table includes the items comprising our deferred tax assets and liabilities.

As of December 31	2022	2021
<b>Deferred Tax Assets:</b>		
Loss carryforwards	\$ 119.1	\$ 121.3
Inventory	20.5	22.7
Accruals	26.0	32.0
Employee benefits	34.1	60.1
Research and expenditures capitalization	10.2	—
Credit carryforwards	2.8	6.2
Investment	—	1.7
Other	25.2	20.9
Gross deferred tax assets	237.9	264.9
Less: Valuation allowance	102.4	108.8
<b>Net deferred tax assets</b>	<b>\$ 135.5</b>	<b>\$ 156.1</b>
<b>Deferred Tax Liabilities:</b>		
Intangibles	\$ (42.2)	\$ (38.0)
Undistributed earnings	(34.8)	(46.5)
Accelerated depreciation	(24.3)	(27.3)
<b>Total deferred tax liabilities</b>	<b>\$ (101.3)</b>	<b>\$ (111.8)</b>
<b>Net deferred tax assets</b>	<b>\$ 34.2</b>	<b>\$ 44.3</b>

Deferred taxes included in our Consolidated Balance Sheets were as follows:

As of December 31	2022	2021
Other non-current assets	\$ 54.7	\$ 63.4
Other non-current liabilities	(20.5)	(19.1)
<b>Net deferred tax assets</b>	<b>\$ 34.2</b>	<b>\$ 44.3</b>

The table below provides a rollforward of our valuation allowance on net deferred tax assets (DTA).

	State	Foreign	Total
DTA valuation allowance as of December 31, 2019	\$ 48.5	\$ 81.3	\$ 129.8
Change in assessment	—	(6.2)	(6.2)
Current year operations	(8.1)	7.5	(0.6)
DTA valuation allowance as of December 31, 2020	\$ 40.4	\$ 82.6	\$ 123.0
Change in assessment	—	(1.9)	(1.9)
Current year operations	(4.7)	(7.6)	(12.3)
DTA valuation allowance as of December 31, 2021	\$ 35.7	\$ 73.1	\$ 108.8
Change in assessment	—	(1.1)	(1.1)
Current year operations	3.8	(9.1)	(5.3)
<b>DTA valuation allowance as of December 31, 2022</b>	<b>\$ 39.5</b>	<b>\$ 62.9</b>	<b>\$ 102.4</b>

The Company continues to maintain a valuation allowance against certain deferred tax assets attributable to state net operating losses and tax credits, and certain foreign net deferred tax assets primarily in Luxembourg, China, and Germany which are not expected to be realized. Management assesses the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit the use of

deferred tax assets. The cumulative loss incurred over the three-year period ending December 31, 2022 constitutes significant objective negative evidence, resulting in the recognition of a valuation allowance against the net deferred tax assets for these jurisdictions. Such objective negative evidence limits our ability to consider subjective positive evidence, such as our projections of future taxable income. The amount of the deferred tax asset considered realizable, however, could be adjusted if estimates of future taxable income change or if objective negative evidence in the form of cumulative losses is no longer present and additional weight can be given to subjective evidence.

We have the following tax attributes available for utilization at December 31, 2022:

Attribute	Amount	First Year of Expiration
U.S. federal net operating losses <sup>(a)</sup>	\$ 1.6	N/A
U.S. state net operating losses	430.9	12/31/2023
U.S. federal tax credits	6.9	12/31/2029
U.S. state tax credits	2.4	12/31/2027
Foreign net operating losses <sup>(b)</sup>	299.8	12/31/2023

(a) U.S. federal net operating losses are carried forward indefinitely.

(b) Includes approximately \$206.5 of net operating loss carryforwards in Luxembourg as of December 31, 2022.

Excess tax benefits related to stock-based compensation of \$2.4, \$3.2 and \$3.0 for 2022, 2021 and 2020, respectively, were recorded as an income tax benefit in the statement of operations and have been reflected in the caption "Excess tax benefits on stock-based compensation" within the effective tax rate reconciliation table.

#### Uncertain Tax Positions

We recognize income tax benefits from uncertain tax positions only if, based on the technical merits of the position, it is more likely than not that the tax position will be sustained on examination by the taxing authorities. The tax benefits recognized in the Consolidated Financial Statements from such positions are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

The following table displays a rollforward of our unrecognized tax benefits.

For the Year Ended December 31	2022	2021	2020
Unrecognized tax benefits – January 1	\$ 7.6	\$ 41.5	\$ 46.2
Additions for:			
Current year tax positions	1.7	0.6	0.9
Prior year tax positions	0.3	0.1	0.3
Reductions for:			
Prior year tax positions	(0.1)	(5.5)	—
Expiration of statute of limitations	(2.8)	(19.7)	(4.7)
Settlements	—	(9.4)	(1.2)
Unrecognized tax benefits – December 31	\$ 6.7	\$ 7.6	\$ 41.5

As of December 31, 2022, \$3.8 of the unrecognized tax benefits would impact the effective tax rate for continuing operations, if realized. The Company operates in various tax jurisdictions and is subject to examination by tax authorities in these jurisdictions. The Company is currently under examination in several jurisdictions including the Czechia, Germany, India, Italy, and the U.S.

The calculation of our tax liability for unrecognized tax benefits includes dealing with uncertainties in the application of complex tax laws and regulations in various tax jurisdictions. Due to the complexity of some uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the unrecognized tax benefit. Over the next 12 months, the net amount of the tax liability for unrecognized tax benefits in foreign and domestic jurisdictions is not expected to change by a significant amount.

The following table summarizes the earliest open tax years by major jurisdiction as of December 31, 2022:

Jurisdiction	Earliest Open Year
China	2016
Czech Republic	2014
Germany	2017
Hong Kong	2020
India	2013
Italy	2016
Japan	2017
Korea	2016
Luxembourg	2017
Mexico	2016
United States	2019

We classify interest relating to tax matters as a component of interest expense and tax penalties as a component of income tax expense in our Consolidated Statements of Operations. During 2022, 2021, and 2020 we recognized a net interest benefit of \$0.0, \$0.7, and \$2.0, respectively, related to tax matters. We had \$0.0, \$0.0, and \$0.9 of interest expense accrued from continuing and discontinued operations related to tax matters as of December 31, 2022, 2021, and 2020, respectively.

## NOTE 7 EARNINGS PER SHARE DATA

The following table provides a reconciliation of basic to diluted common shares outstanding, used in the computation of basic and diluted earnings per share presented in our Consolidated Statements of Operations.

For the Year Ended December 31	2022	2021	2020
Basic weighted average common shares outstanding	83.4	86.0	86.7
Add: Dilutive impact of outstanding equity awards	0.3	0.5	0.6
Diluted weighted average common shares outstanding	83.7	86.5	87.3

There were no anti-dilutive shares as of December 31, 2022, 2021, and 2020 to exclude from the computation of diluted earnings per share.

## NOTE 8 RECEIVABLES, NET

The following table summarizes our receivables and associated allowance for credit losses.

As of December 31	2022	2021
Trade accounts receivable	\$ 614.0	\$ 530.4
Notes receivable	8.2	19.2
Other	18.3	17.5
Receivables, gross	640.5	567.1
Less: allowance for credit losses - receivables	(11.7)	(12.0)
Receivables, net	\$ 628.8	\$ 555.1

The following table displays our allowance for credit losses for receivables and contract assets.

As of December 31	2022	2021
Allowance for credit losses - receivables	\$ 11.7	\$ 12.0
Allowance for credit losses - contract assets	0.5	0.5
Total allowance for credit losses	\$ 12.2	\$ 12.5



The following table displays a rollforward of our total allowance for credit losses.

	2022	2021	2020
Total allowance for credit losses as of January 1	\$ 12.5	\$ 15.6	\$ 12.8
Charges (recoveries) to income <sup>(a)</sup>	2.0	(2.0)	6.2
Write-offs	(2.0)	(1.0)	(5.5)
Foreign currency and other	(0.3)	(0.1)	2.1
<b>Total allowance for credit losses as of December 31</b>	<b>\$ 12.2</b>	<b>\$ 12.5</b>	<b>\$ 15.6</b>

- (a) During the year ended December 31, 2022, we recognized bad debt expense of \$1.6 relating to impacts stemming from the Russia-Ukraine war. See Note 1, [Description of Business and Basis of Presentation](#), for further information.

## NOTE 9 INVENTORIES

The following table summarizes our inventories.

As of December 31	2022	2021
Finished goods	\$ 86.6	\$ 73.0
Work in process	104.6	92.3
Raw materials	342.7	265.6
<b>Inventories<sup>(a)</sup></b>	<b>\$ 533.9</b>	<b>\$ 430.9</b>

- (a) During the year ended December 31, 2022, we recorded inventory write-downs of \$5.2 related to inventories held by entities impacted by the Russia-Ukraine war. See Note 1, [Description of Business and Basis of Presentation](#), for further information.

### *Government Assistance (ASU 2021-10)*

Since the start of the COVID-19 pandemic, energy prices have been increasing throughout the world, particularly in Europe. These increases have prompted governments to put in place measures to shield businesses and consumers from the direct impact of rising prices. These measures include granting subsidies to help offset the high energy prices. In particular, to qualify for an energy subsidy in Italy, a company must apply for and receive a certificate attesting that the company is an "energy and gas consuming company" (high energy consumption connected to the production cycle). The amount of subsidies granted is calculated based on a percentage of actual consumption, ranging from 25% to 40%. One of our Italian subsidiaries within our MT segment obtained this certificate and was granted energy subsidies from the Italian government beginning in April 2022, amounting to \$7.3 for the year ended December 31, 2022. These energy subsidies are recorded within Costs of revenue in our Consolidated Statements of Operations. There was no other material government assistance received by the Company, or any of our subsidiaries, during the year.

**NOTE 10  
OTHER CURRENT AND NON-CURRENT ASSETS**

The following table summarizes our other current and non-current assets.

As of December 31	2022	2021
Advance payments and other prepaid expenses	\$ 45.0	\$ 44.1
Current contract assets, net	26.3	20.6
Prepaid income taxes	25.1	10.4
Other	16.5	13.5
<b>Other current assets</b>	<b>\$ 112.9</b>	<b>\$ 88.6</b>
Other employee benefit-related assets	\$ 119.8	\$ 118.4
Operating lease right-of-use assets	73.8	78.0
Deferred income taxes <sup>(a)</sup>	54.7	63.4
Equity method and other investments <sup>(b)</sup>	42.9	14.5
Capitalized software costs	12.4	16.7
Environmental-related assets	9.6	8.5
Other	25.9	24.7
<b>Other non-current assets</b>	<b>\$ 339.1</b>	<b>\$ 324.2</b>

(a) The prior year presentation has been updated to conform to the current year presentation.

(b) During 2022, we purchased minority investments in CRP Technology Srl and CRP USA LLC for \$23.0. Refer to Note 23, [Acquisitions and Investments](#), for further information.

**NOTE 11  
PLANT, PROPERTY AND EQUIPMENT, NET**

The following table summarizes our property, plant, and equipment, net of accumulated depreciation.

As of December 31	Useful life (in years)	2022	2021
Machinery and equipment	2 - 10	\$ 1,208.3	\$ 1,202.0
Buildings and improvements	5 - 40	277.6	265.5
Furniture, fixtures and office equipment	3 - 7	80.5	78.3
Land and improvements		29.3	32.5
Construction in progress		86.9	62.8
Other		3.3	4.3
<b>Plant, property and equipment, gross</b>		<b>1,685.9</b>	<b>1,645.4</b>
Less: accumulated depreciation		(1,159.1)	(1,136.3)
<b>Plant, property and equipment, net</b>		<b>\$ 526.8</b>	<b>\$ 509.1</b>

Depreciation expense of \$80.7, \$85.8, and \$83.2 was recognized in 2022, 2021 and 2020, respectively.

During 2022, we recorded a gain of \$14.7 related to the sale of a former operating facility with a book value of \$3.1 that was previously held by a business within our IP segment. During 2021, we recorded a gain of \$7.0 related to the sale of land with a book value of \$0.1 that was previously held by a business within our MT segment. The gains were recorded within Gain on sale of long-lived assets in our Consolidated Statements of Operations.

**NOTE 12**  
**GOODWILL AND OTHER INTANGIBLE ASSETS, NET**

**Goodwill**

The following table provides a rollforward of the carrying amount of our goodwill by segment.

	Motion Technologies	Industrial Process	Connect & Control Technologies	Total
Goodwill as of December 31, 2020	\$ 298.1	\$ 365.4	\$ 281.3	\$ 944.8
Foreign currency	(5.8)	(13.0)	(1.7)	(20.5)
Goodwill as of December 31, 2021	\$ 292.3	\$ 352.4	\$ 279.6	\$ 924.3
Goodwill acquired	—	62.9	0.3	63.2
Foreign currency	(4.6)	(16.6)	(1.5)	(22.7)
<b>Goodwill as of December 31, 2022</b>	<b>\$ 287.7</b>	<b>\$ 398.7</b>	<b>\$ 278.4</b>	<b>\$ 964.8</b>

Goodwill acquired is related to our acquisitions of Habonim and a product line from Clippard Instrument Laboratory, Inc. (Clippard) in 2022, and represents the preliminary calculation of the excess purchase price over the net assets acquired. The valuations of Habonim and Clippard are pending completion. Upon completion, goodwill acquired will be adjusted based on the final fair values of the net assets acquired. Refer to Note 23, [Acquisitions and Investments](#), for further information.

**Other Intangible Assets, Net**

The following table summarizes our other intangible assets, net of accumulated amortization.

As of December 31	2022			2021		
	Gross Carrying Amount	Accumulated Amortization	Net Intangibles	Gross Carrying Amount	Accumulated Amortization	Net Intangibles
Customer relationships	\$ 191.5	\$ (127.1)	\$ 64.4	\$ 162.1	\$ (113.7)	\$ 48.4
Proprietary technology	59.2	(30.8)	28.4	46.1	(26.9)	19.2
Trademarks and other	17.6	(16.6)	1.0	15.7	(14.0)	1.7
Total finite-lived intangibles	268.3	(174.5)	93.8	223.9	(154.6)	69.3
Indefinite-lived intangibles	19.0	—	19.0	16.4	—	16.4
Other intangible assets	\$ 287.3	\$ (174.5)	\$ 112.8	\$ 240.3	\$ (154.6)	\$ 85.7

The preliminary fair values of intangible assets acquired in connection with the purchase of Habonim mainly include \$33.0 of customer relationships with a useful life of 15 years, \$8.8 of developed technology with a useful life of 20 years, \$2.3 of customer backlog with a useful life of 9 months, and \$3.1 for a trade name with an indefinite life. Refer to Note 23, [Acquisitions and Investments](#), for further information.

In connection with the purchase of the Clippard product line in June 2022, we acquired proprietary technology and customer relationships with preliminary fair values of \$5.5 and \$0.5, respectively, both with a useful life of 10 years. Refer to Note 23, [Acquisitions and Investments](#), for further information.

Customer relationships, proprietary technology and trademarks and other intangible assets are amortized over weighted average lives of approximately 13.0 years, 13.6 years and 5.9 years, respectively. Indefinite-lived intangibles primarily consist of brands and trademarks.

Amortization expense related to intangible assets for 2022, 2021 and 2020 was \$20.8, \$18.9, and \$20.4, respectively. Estimated amortization expense for each of the five succeeding years and thereafter is as follows:

2023	19.6
2024	14.1
2025	13.3
2026	9.5
2027	8.1
Thereafter	29.2

**NOTE 13  
ACCRUED LIABILITIES AND OTHER NON-CURRENT LIABILITIES**

The following table summarizes our accrued liabilities and other non-current liabilities.

As of December 31	2022	2021
Compensation and other employee-related benefits	\$ 134.4	\$ 155.2
Contract liabilities and other customer-related liabilities	92.2	69.1
Accrued income taxes and other tax-related liabilities	27.1	33.6
Operating lease liabilities	19.0	20.1
Accrued warranty costs	14.3	17.7
Environmental and other legal matters	5.7	13.5
Accrued restructuring costs	3.9	11.0
Other	36.8	37.1
<b>Accrued and other current liabilities</b>	<b>\$ 333.4</b>	<b>\$ 357.3</b>
Operating lease liabilities	\$ 58.9	\$ 64.0
Environmental liabilities	53.1	50.1
Deferred income taxes and other tax-related liabilities	31.1	29.0
Compensation and other employee-related benefits	25.0	29.2
Non-current maturities of long-term debt	7.7	9.9
Other	24.4	24.3
<b>Other non-current liabilities</b>	<b>\$ 200.2</b>	<b>\$ 206.5</b>

## NOTE 14 LEASES

The Company's lease portfolio primarily relates to real estate, which may be used for manufacturing or non-manufacturing purposes (e.g., office space), and contains lease terms generally ranging between one and 18 years. Our lease portfolio also includes vehicles and equipment. Substantially all of our leases are classified as operating leases.

Short-term lease costs, variable lease costs, finance lease costs, and sublease income were not material for the years ended December 31, 2022, 2021 and 2020. Operating lease costs were \$26.6, \$25.7, and \$25.0 for the years ended December 31, 2022, 2021 and 2020, respectively.

The following table displays our future lease obligations related to non-cancellable operating leases with an initial term in excess of 12 months as of December 31, 2022.

2023	\$	21.6
2024		17.8
2025		14.3
2026		11.8
2027		8.6
Thereafter		15.4
<b>Total undiscounted future operating lease obligations</b>		<b>89.5</b>
Less: imputed interest		11.6
<b>Present value of future operating lease obligations</b>	<b>\$</b>	<b>77.9</b>

The following table includes other supplemental information regarding our operating leases.

As of or for the Year Ended December 31	2022	2021
Operating cash outflows from operating leases <sup>(a)</sup>	\$ 25.9	\$ 23.4
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ 18.3	\$ 16.9
Weighted average remaining lease term (in years)	5.8	6.0
Weighted average discount rate <sup>(b)</sup>	2.7 %	2.5 %

(a) Included within Other, net in our Consolidated Statements of Cash Flows.

(b) We use a discount rate for each lease based on an estimated incremental borrowing rate over a similar term as the lease, as the discount rate implicit in each lease cannot be readily determined.

In May 2022, we relocated our corporate headquarters from White Plains, New York to Stamford, Connecticut. During 2022, we terminated our former corporate headquarters lease, which resulted in an asset impairment charge of \$1.7, reflected within our Consolidated Statements of Operations.

## NOTE 15 DEBT

The following table summarizes our outstanding debt obligations.

As of December 31	2022	2021
Commercial paper <sup>(a)</sup>	\$ 448.3	\$ 195.4
Short-term loans	0.5	—
Current maturities of long-term debt	2.2	2.2
Commercial paper and current maturities of long-term debt	451.0	197.6
Non-current maturities of long-term debt	7.7	9.9
<b>Total debt</b>	<b>\$ 458.7</b>	<b>\$ 207.5</b>

(a) The increase in commercial paper outstanding from December 31, 2021 to December 31, 2022 was primarily related to funding our share repurchase activity and our acquisition of Habonim. See Note 18, [Capital Stock](#), and Note 23, [Acquisitions and Investments](#), for additional information.

### Commercial Paper

The following table presents our outstanding commercial paper borrowings and associated weighted average interest rates.

As of or for the Year Ended December 31	2022	2021
Commercial Paper Outstanding - U.S. Program	\$ 299.2	\$ 150.0
Commercial Paper Outstanding - Euro Program	149.1	45.4
<b>Total Commercial Paper Outstanding</b>	<b>\$ 448.3</b>	<b>195.4</b>
Weighted Average Interest Rate - U.S. Program	4.92 %	0.28 %
Weighted Average Interest Rate - Euro Program	2.31 %	(0.47)%

Outstanding commercial paper for both periods had maturity terms less than three months from the date of issuance.

### Short-term Loans

On August 5, 2021, we entered into a revolving credit facility agreement with a syndicate of third party lenders including Bank of America, N.A., as administrative agent (the 2021 Revolving Credit Agreement). Upon its effectiveness, this agreement replaced our existing \$500 revolving credit facility due November 2022 (the 2014 Revolving Credit Agreement). The 2021 Revolving Credit Agreement matures in August 2026 and provides for an aggregate principal amount of up to \$700. The 2021 Revolving Credit Agreement provides for a potential increase of commitment of up to \$350 for a possible maximum of \$1,050 in aggregate commitments at the request of the Company and with the consent of the institutions providing such increase of commitments.

The interest rate per annum on the 2021 Revolving Credit Agreement is based on the LIBOR rate of the currency we borrow in, plus a margin of 1.1%, with applicable benchmark replacement rates for the currencies available when LIBOR is phased out as a result of the ongoing reference rate reform. As of December 31, 2022 and December 31, 2021, we had no outstanding obligations under the current or former revolving credit facility. There is a 0.15% fee per annum applicable to the commitments under the 2021 Revolving Credit Agreement. The margin and fees are subject to adjustment should the Company's credit ratings change.

The 2021 Revolving Credit Agreement contains customary affirmative and negative covenants that, among other things, will limit or restrict our ability to: incur additional debt or issue guarantees; create certain liens; merge or consolidate with another person; sell, transfer, lease or otherwise dispose of assets; liquidate or dissolve; and enter into restrictive covenants. Additionally, the 2021 Revolving Credit Agreement requires us not to permit the ratio of consolidated total indebtedness to consolidated earnings before interest, taxes, depreciation and amortization (EBITDA) (leverage ratio) to exceed 3.50 to 1.00, with a qualified acquisition step up immediately following such qualified acquisition of 4.00 to 1.00 for four quarters, 3.75 to 1.00 for two quarters thereafter, and returning to 3.50 to 1.00 thereafter.

As of December 31, 2022, all financial covenants (e.g., leverage ratio) associated with the 2021 Revolving Credit Agreement were within the prescribed thresholds.

### Long-term Debt

Our long-term debt is primarily related to outstanding Italian government loans maturing in June 2027. Our long-term debt carries a weighted average fixed interest rate of 0.66% and requires annual principal and interest payments of approximately \$2.5, on average, through maturity. The non-current portion of long-term debt is presented within other non-current liabilities in our Consolidated Balance Sheets.

## **NOTE 16**

### **POSTRETIREMENT BENEFIT PLANS**

#### *Defined Contribution Plans*

Substantially all of ITT's U.S. and certain international employees are eligible to participate in a defined contribution plan. ITT sponsors numerous defined contribution savings plans, which allow employees to contribute a portion of their pre-tax and/or after-tax income in accordance with specified guidelines. Certain plans require us to match a portion of the employee contributions. Company contributions charged to expense amounted to \$16.5, \$14.5 and \$10.6 for 2022, 2021 and 2020, respectively. Contributions during 2020 were impacted by a temporary suspension of select 401(k) benefits for certain U.S. participants as a cost reduction measure in response to the COVID-19 pandemic.

The ITT Stock Fund, an investment option in our U.S. based defined contribution plan, is considered an employee stock ownership plan and, as a result, participants in the ITT Stock Fund may receive dividends in cash or may reinvest such dividends into the ITT Stock Fund. The ITT Stock Fund held approximately 0.1 shares of ITT common stock at December 31, 2022.

#### *Defined Benefit Plans*

ITT currently sponsors a number of defined benefit pension plans, primarily outside of the U.S., which have approximately 980 active participants. As of December 31, 2022, international pension plans represented 86% of our total projected pension benefit obligation. There is one remaining U.S. pension plan, which is frozen to new participants. International plan benefits are primarily determined based on participant years of service, future compensation, and age at retirement or termination.

ITT also provides health care and life insurance benefits for certain unionized employees in the U.S. upon retirement. Nearly all of these plans are closed to new participants. The majority of the liability pertains to retirees with postretirement medical insurance.

#### *Other Postretirement Employee Benefit (OPEB) Plan Amendment and Remeasurement*

On July 31, 2022, management approved changes to a postretirement medical plan, covering certain unionized employees and retirees within our IP business. These changes closed the plan to new hires and, beginning in 2023, plan participants will receive a fixed contribution into a Health Reimbursement account. The plan amendment resulted in a decrease in our other postretirement benefit obligation and a prior service credit of \$8.1. The prior service credit was reflected in other comprehensive income and will be recognized into net income over approximately 10 years.

#### *U.S. Qualified Pension Plan Termination*

In 2020, the Company terminated its U.S. qualified pension plan by purchasing a group annuity contract from MassMutual Life Insurance Company (MassMutual), which fully assumed the responsibility for paying and administering pension benefits to approximately five thousand plan participants and their beneficiaries. In connection with the plan termination, the Company settled all future obligations under the plan by providing lump sum payments to eligible participants who elected to receive them, and by transferring the remaining projected benefit obligation to the insurance company. Consequently, in 2020, the Company recognized a settlement charge of \$136.9 within non-operating expenses, which primarily represents the acceleration of deferred charges previously included within accumulated other comprehensive loss and derecognition of the net assets of the plan. The termination was initially funded with plan assets of approximately \$320 and cash of \$8.4. In 2021, the funding was finalized, resulting in a gain of \$3.4 presented within Non-operating postretirement costs (benefit), net in our Consolidated Statements of Operations.

### Balance Sheet Information

The following table provides a summary of the funded status of our postretirement benefit plans and the presentation of the funded status within our Consolidated Balance Sheets.

As of December 31	2022			2021		
	Pension	Other Benefits	Total	Pension	Other Benefits	Total
Fair value of plan assets	\$ 0.4	\$ —	\$ 0.4	\$ 0.5	\$ —	\$ 0.5
Projected benefit obligation	79.1	70.7	149.8	107.9	106.4	214.3
Funded status	\$ (78.7)	\$ (70.7)	\$ (149.4)	\$ (107.4)	\$ (106.4)	\$ (213.8)
Amounts reported within:						
Non-current assets	\$ 0.2	\$ —	\$ 0.2	\$ 0.2	\$ —	\$ 0.2
Accrued liabilities	(5.6)	(6.8)	(12.4)	(5.5)	(8.6)	(14.1)
Non-current liabilities	(73.3)	(63.9)	(137.2)	(102.1)	(97.8)	(199.9)

A portion of our projected benefit obligation includes amounts that have not yet been recognized as expense in our results of operations. Such amounts are recorded within accumulated other comprehensive loss until they are amortized as a component of net periodic postretirement cost. The following table provides a summary of amounts recorded within accumulated other comprehensive loss.

As of December 31	2022			2021		
	Pension	Other Benefits	Total	Pension	Other Benefits	Total
Net actuarial loss	\$ 5.7	\$ 3.4	\$ 9.1	\$ 30.0	\$ 28.4	\$ 58.4
Prior service cost (benefit)	0.3	(24.6)	(24.3)	0.3	(22.0)	(21.7)
Total	\$ 6.0	\$ (21.2)	\$ (15.2)	\$ 30.3	\$ 6.4	\$ 36.7

The following tables provide a rollforward of the benefit obligation, plan assets and funded status for our U.S. and international pension plans and our other employee-related defined benefit plans.

For the Year Ended December 31	2022				2021			
	U.S. Pension	Int'l Pension	Other Benefits	Total	U.S. Pension	Int'l Pension	Other Benefits	Total
<b>Change in benefit obligation</b>								
Benefit obligation as of January 1	\$ 14.8	\$ 93.1	\$ 106.4	\$ 214.3	\$ 15.5	\$ 109.0	\$ 118.3	\$ 242.8
Service cost	—	1.2	0.6	1.8	—	1.4	0.7	2.1
Interest cost	0.3	1.0	2.2	3.5	0.3	0.7	1.8	2.8
Amendments	—	—	(8.1)	(8.1)	—	—	—	—
Actuarial gain <sup>(a)</sup>	(3.0)	(18.3)	(23.3)	(44.6)	(0.1)	(6.3)	(8.2)	(14.6)
Benefits paid	(0.9)	(3.1)	(7.1)	(11.1)	(0.9)	(3.2)	(6.2)	(10.3)
Settlement	—	—	—	—	—	(0.2)	—	(0.2)
Foreign currency translation	—	(6.0)	—	(6.0)	—	(8.3)	—	(8.3)
Benefit obligation as of December 31	\$ 11.2	\$ 67.9	\$ 70.7	\$ 149.8	\$ 14.8	\$ 93.1	\$ 106.4	\$ 214.3

(a) The actuarial gain in 2022 and 2021 is primarily due to an increase in discount rates.



	2022				2021			
	U.S. Pension	Int'l Pension	Other Benefits	Total	U.S. Pension	Int'l Pension	Other Benefits	Total
<b>Change in plan assets</b>								
Plan assets as of January 1	\$ —	\$ 0.5	\$ —	\$ 0.5	\$ —	\$ 0.5	\$ —	\$ 0.5
Employer contributions	0.9	3.0	7.1	11.0	0.9	3.4	6.2	10.5
Benefits and expenses paid	(0.9)	(3.1)	(7.1)	(11.1)	(0.9)	(3.2)	(6.2)	(10.3)
Settlement	—	—	—	—	—	(0.2)	—	(0.2)
Plan assets as of December 31	\$ —	\$ 0.4	\$ —	\$ 0.4	\$ —	\$ 0.5	\$ —	\$ 0.5
Funded status at end of year	\$ (11.2)	\$ (67.5)	\$ (70.7)	\$ (149.4)	\$ (14.8)	\$ (92.6)	\$ (106.4)	\$ (213.8)

The accumulated benefit obligation for all defined benefit pension plans was \$77.5 and \$105.5 as of December 31, 2022 and 2021, respectively. Information for pension plans with an accumulated benefit obligation in excess of plan assets is included in the following table.

As of December 31	2022	2021
Projected benefit obligation	\$ 78.9	\$ 107.6
Accumulated benefit obligation	77.3	105.3
Fair value of plan assets	—	—

#### Statements of Operations Information

The following table provides the components of net periodic postretirement cost and other amounts recognized in other comprehensive loss as they pertain to our defined benefit pension plans.

For the Year Ended December 31	2022			2021			2020		
	U.S. Pension	Int'l Pension	Total	U.S. Pension	Int'l Pension	Total	U.S. Pension	Int'l Pension	Total
<b>Net periodic postretirement cost - pension</b>									
Service cost	\$ —	\$ 1.2	\$ 1.2	\$ —	\$ 1.4	\$ 1.4	\$ —	\$ 1.5	\$ 1.5
Interest cost	0.3	1.0	1.3	0.3	0.7	1.0	6.9	1.0	7.9
Expected return on plan assets	—	—	—	—	—	—	(7.2)	—	(7.2)
Amortization of net actuarial loss	0.2	1.1	1.3	0.2	1.6	1.8	4.8	1.5	6.3
Net periodic postretirement cost	0.5	3.3	3.8	0.5	3.7	4.2	4.5	4.0	8.5
Settlement charge and other <sup>(a)</sup>	—	—	—	(3.4)	—	(3.4)	136.9	0.1	137.0
Total net periodic postretirement cost	0.5	3.3	3.8	(2.9)	3.7	0.8	141.4	4.1	145.5
<b>Other changes in plan assets and benefit obligations recognized in other comprehensive income</b>									
Net actuarial (gain) loss	(3.0)	(18.3)	(21.3)	(0.1)	(6.3)	(6.4)	34.7	3.2	37.9
Amortization of net actuarial loss	(0.2)	(1.1)	(1.3)	(0.2)	(1.6)	(1.8)	(141.7)	(1.6)	(143.3)
Foreign currency translation	—	(1.7)	(1.7)	—	(2.7)	(2.7)	—	2.9	2.9
Total change recognized in other comprehensive income	(3.2)	(21.1)	(24.3)	(0.3)	(10.6)	(10.9)	(107.0)	4.5	(102.5)
Total impact from net periodic postretirement cost and changes in other comprehensive income	\$ (2.7)	\$ (17.8)	\$ (20.5)	\$ (3.2)	\$ (6.9)	\$ (10.1)	\$ 34.4	\$ 8.6	\$ 43.0

(a) 2021 includes income of \$3.4 from a pricing adjustment associated with the termination and sale of the U.S. qualified pension plan. In 2020, the Company recorded a settlement charge of \$136.9 related to the termination and sale of the U.S. qualified pension plan.

The following table provides the components of net periodic postretirement cost and other amounts recognized in other comprehensive loss as they pertain to other employee-related defined benefit plans.

For the Year Ended December 31	2022	2021	2020
<b>Net periodic postretirement cost - other postretirement</b>			
Service cost	\$ 0.6	\$ 0.7	\$ 0.8
Interest cost	2.2	1.8	2.8
Amortization of net actuarial loss	1.8	2.6	2.6
Amortization of prior service benefit	(5.5)	(5.1)	(5.1)
Total net periodic postretirement cost	(0.9)	—	1.1
<b>Other changes in plan assets and benefit obligations recognized in other comprehensive income</b>			
Net actuarial (gain) loss	(23.3)	(8.2)	3.9
Prior service benefit	(8.1)	—	—
Amortization of net actuarial loss	(1.8)	(2.6)	(2.6)
Amortization of prior service credit	5.5	5.1	5.1
Total changes recognized in other comprehensive income	(27.7)	(5.7)	6.4
Total impact from net periodic postretirement cost and changes in other comprehensive income	\$ (28.6)	\$ (5.7)	\$ 7.5

#### Postretirement Plan Assumptions

The determination of projected benefit obligations and the recognition of expenses related to postretirement benefit plans are dependent on various assumptions that are judgmental and developed in consultation with external advisors. Management develops each assumption using relevant Company experience in conjunction with market-related data for each individual country in which such plans exist. Periodically, the Company performs experience studies to validate certain actuarial assumptions such as age of retirement, rates of turnover, utilization of optional forms of payments. The actuarial assumptions are based on the provisions of the applicable accounting pronouncements, review of various market data and discussion with our external advisors. Assumptions are reviewed annually and adjusted as necessary. Changes in these assumptions could materially affect our financial statements.

The following table provides the weighted-average assumptions used to determine projected benefit obligations and net periodic postretirement cost as they pertain to our U.S. and non-U.S. defined benefit pension plans and other employee-related defined benefit plans.

	2022			2021		
	U.S. Pension	Int'l Pension	Other Benefits	U.S. Pension	Int'l Pension	Other Benefits
<b>Obligation Assumptions:</b>						
Discount rate	5.3 %	3.6 %	5.3 %	2.7 %	1.1 %	2.7 %
Rate of future compensation increase	N/A	2.8 %	N/A	N/A	3.3 %	N/A
<b>Cost Assumptions:</b>						
Discount rate	2.7 %	1.1 %	3.0 %	2.4 %	0.7 %	2.4 %
Expected return on plan assets	N/A	1.0 %	N/A	N/A	1.0 %	N/A

The discount rate is used to calculate the present value of expected future benefit payments at the measurement date. The discount rate assumption is based on current investment yields of high-quality fixed income investments during the retirement benefits maturity period. The pension discount rate is determined by considering an interest rate yield curve comprising AAA/AA bonds, with maturities that are generally between zero and 30 years, developed by the plan's actuaries. Annual benefit payments are then discounted to present value using this yield curve to develop a single discount rate matching the plan's characteristics.

We estimate the service and interest components of net periodic benefit cost of the U.S. defined benefit plans by discounting the individual expected cash flows underlying the service cost and interest cost using the applicable spot rates from the yield curve used to discount the cash flows in measuring the benefit obligation.

The rate of future compensation increase assumption for foreign plans reflects our long-term actual experience and future and near-term outlook. The rate of future compensation increase assumption is not applicable for the U.S. plan because the plan is frozen.

The Company has updated the mortality assumption to reflect the most recent projection update.

The assumed rate of future increases in the per capita cost of health care (the health care trend rate) is 7.5% for pre-age 65 retirees and 6.5% for post-age 65 retirees for 2023, decreasing ratably to 4.5% in 2031. To the extent that actual experience differs from these assumptions, the effect will be amortized over the average future working life or life expectancy of the plan participants.

#### *Fair Value of Plan Assets*

As of December 31, 2022 and 2021, our plan assets were not material.

#### *Contributions*

Our postretirement plans are largely unfunded, and therefore plan contributions generally reflect required benefit payments. We fund certain of our international pension plans in countries where funding is allowable and tax-efficient. During 2022 and 2021, we contributed \$3.9 and \$4.3, respectively, to our global pension plans and we anticipate making contributions of approximately \$6 during 2023.

We contributed \$7.1 and \$6.2 to our other employee-related defined benefit plans during 2022 and 2021, respectively. We estimate that the 2023 contributions to our other employee-related defined benefit plans will be approximately \$7.

#### *Estimated Future Benefit Payments*

The following table provides the projected timing of payments for benefits earned to date and the expectation that certain future service will be earned by current active employees for our pension and other employee-related benefit plans.

	U.S. Pension	Int'l Pension	Other Benefits
2023	\$ 0.9	\$ 4.7	\$ 6.8
2024	0.9	4.0	6.5
2025	0.9	3.5	6.1
2026	0.9	3.5	5.8
2027	0.9	3.6	5.7
2028 - 2032	4.4	19.4	25.4

## **NOTE 17**

### **LONG-TERM INCENTIVE EMPLOYEE COMPENSATION**

The 2011 Omnibus Incentive Plan (2011 Incentive Plan) was approved by shareholders and established in May 2011 to provide for the awarding of options on common shares and full value restricted common shares or units to employees and non-employee directors. As of December 31, 2022, 36.6 shares were available for future grants under the 2011 Incentive Plan. The Company can make shares available for the exercise of stock options or vesting of restricted shares or units by purchasing shares in the open market.

Our long-term incentive plan (LTIP) awards are comprised of two components: restricted stock units (RSUs) and performance stock units (PSUs). The majority of RSUs and PSUs settle in shares; however RSUs and PSUs granted to certain international employees are settled in cash. We account for equity-settled RSUs and PSUs as equity-based compensation awards. We account for cash-settled RSUs and PSUs as liability-based awards. PSUs contain equally weighted performance conditions for total shareholder return (TSR) and return on invested capital (ROIC). PSUs vest based on predetermined performance metrics that align with the Company's stock price and financial performance following a three-year performance period and are subject to a payout factor which includes a maximum and minimum payout. PSUs are accounted for as two distinct awards, a TSR award and a ROIC award.

LTIP costs are primarily recorded within General and administrative expenses in our Consolidated Statements of Operations, at their grant date fair value over the requisite service period (typically three years) on a straight-line basis and are reduced by forfeitures as they occur.

The following table summarizes our share-based compensation expense associated with our LTIP awards.

For the Year Ended December 31	2022	2021	2020
Equity-based awards	\$ 18.1	\$ 16.5	\$ 13.4
Liability-based awards	1.0	1.3	0.8
Total share-based compensation expense	\$ 19.1	\$ 17.8	\$ 14.2

The income tax benefit realized during 2022, 2021 and 2020 associated with exercised stock options and vested restricted stock was \$2.4, \$3.2 and \$3.0, respectively.

As of December 31, 2022, there was \$21.9 of total unrecognized compensation cost related to non-vested equity awards. This cost is expected to be recognized ratably over a weighted-average period of 1.7 years. Additionally, unrecognized compensation cost related to liability-based awards was \$1.3, which is expected to be recognized ratably over a weighted-average period of 2.0 years.

The fair value of equity-settled RSUs is determined using the closing price of the Company's common stock on the date of grant. The fair value of cash-settled RSUs is remeasured using the closing price of ITT's common stock at the end of each reporting period. Recipients do not have voting rights and do not receive cash dividends during the restriction period. Dividend equivalents on RSUs, which are subject to forfeiture, are accrued and paid in cash upon vesting of the RSU. If a recipient retires or is terminated other than for cause, a pro rata portion of the RSU may vest.

For PSUs, the fair value of the ROIC award is based on the closing price of ITT common stock on the date of grant less the present value of expected dividend payments during the vesting period. For ROIC awards granted in 2022, a dividend yield of 1.32% was assumed based on ITT's annualized dividend payment of \$1.06 per share and the March 4, 2022 closing stock price of \$79.89. The fair value of the ROIC award is fixed on the grant date; however, a probability assessment is performed each reporting period to estimate the likelihood of achieving the ROIC targets and the amount of compensation to be recognized.

The fair value of the TSR award is measured using a Monte Carlo simulation on the date of grant, measuring potential total shareholder return for ITT relative to the other companies in the S&P 400 Capital Goods Index (the TSR Performance Group). The expected volatility of ITT's stock price is based on the historical volatility of a peer group while expected volatility for the other companies in the TSR Performance Group is based on their own stock price history. For TSR awards granted in 2022, all volatility and correlation measures were based on three years of daily historical price data through March 4, 2022, corresponding to the three-year performance period of the award. As the grant date occurs after the beginning of the performance period, actual TSR performance between the beginning of the performance period (December average closing stock price) and the grant date was reflected in the valuation. For TSR awards granted in 2022, a dividend yield of 1.32% was assumed based on ITT's annualized dividend payment of \$1.06 per share and the March 4, 2022 closing stock price of \$79.89.

The table below provides a rollforward of our outstanding RSUs and PSUs.

Restricted Stock and Performance Units	2022		2021		2020	
	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Outstanding as of January 1	0.7	\$ 71.21	0.8	\$ 59.25	1.0	\$ 51.24
Granted	0.3	77.72	0.3	90.14	0.3	61.13
Performance adjustment <sup>(a)</sup>	—	—	—	—	0.1	57.88
Vested and issued	(0.3)	66.20	(0.3)	57.36	(0.5)	44.86
Forfeited	—	—	(0.1)	68.18	(0.1)	59.50
Outstanding as of December 31	0.7	\$ 76.36	0.7	\$ 71.21	0.8	\$ 59.25
Vested pending issuance	0.1	\$ 63.88	0.1	\$ 65.25	0.2	\$ 57.88

(a) Represents an adjustment for performance results achieved related to outstanding PSU shares that vested during the period and are pending issuance.

The table below provides the number of our outstanding shares by award type. Cash-settled RSUs and PSUs outstanding were not material.

As of December 31	2022	2021	2020
Equity-settled RSUs	0.4	0.4	0.4
Equity-settled PSUs	0.2	0.3	0.4

As of December 31, 2022, substantially all RSUs outstanding are expected to vest. As of December 31, 2022, the total number of PSUs expected to vest based on current performance estimates, including those vested but pending issuance, was 0.2.

#### *Non-Qualified Stock Options*

Prior to 2017, our LTIP award grants also included non-qualified stock options (NQOs). NQOs outstanding and exercisable were 0.1, 0.1 and 0.2 as of December 31, 2022, 2021 and 2020. As of December 31, 2022, there were no options "out-of-the-money" and all options outstanding were fully vested. NQOs exercised of 0.1, 0.1, and 0.1 during December 31, 2022, 2021 and 2020 resulted in cash proceeds of \$1.8, \$1.2 and \$4.3, respectively.

## **NOTE 18 CAPITAL STOCK**

ITT has authority to issue an aggregate of 300 shares of capital stock, of which 250 shares have been designated as common stock having a par value of \$1 per share and 50 shares have been designated as preferred stock not having any par or stated value. There was no preferred stock outstanding as of December 31, 2022 and 2021.

The holders of ITT common stock are entitled to receive dividends when and as declared by ITT's Board of Directors. Dividends are paid quarterly. Dividends declared were \$1.056, \$0.880 and \$0.676 per common share totaling \$87.7, \$76.2, and \$58.9 in 2022, 2021, and 2020, respectively.

On October 30, 2019, the Board of Directors approved our current program, an indefinite term \$500 open-market share repurchase program (the 2019 Plan). Repurchase activity under the 2019 Plan commenced following fulfillment of the prior \$1,000 open-market share repurchase program, which was reached during the first quarter of 2020. During 2022, 2021, and 2020, we repurchased and retired 3.0 shares, 1.2 shares, and 1.7 shares of common stock for \$245.3, \$104.8 and \$73.2, respectively, under our share repurchase programs.

Separate from our open-market share repurchase programs, the Company withheld 0.1 shares, 0.1 shares, and 0.2 shares for an aggregate purchase price of \$8.8, \$11.7, and \$11.0, during 2022, 2021 and 2020, respectively, in settlement of employee tax withholding obligations due upon the vesting of equity-based compensation awards.

**NOTE 19**  
**ACCUMULATED OTHER COMPREHENSIVE LOSS**

The following table summarizes the changes within each component of accumulated other comprehensive loss.

	Postretirement Benefit Plans	Cumulative Translation Adjustment	Accumulated Other Comprehensive Loss
As of December 31, 2019	\$ (133.3)	\$ (252.0)	\$ (385.3)
Net change in postretirement benefit plans, net of tax	77.4	—	77.4
Net foreign currency translation adjustment	—	28.5	28.5
As of December 31, 2020	(55.9)	(223.5)	(279.4)
Net change in postretirement benefit plans, net of tax	15.1	—	15.1
Net foreign currency translation adjustment	—	(57.0)	(57.0)
As of December 31, 2021	(40.8)	(280.5)	(321.3)
Net change in postretirement benefit plans, net of tax	44.4	—	44.4
Net foreign currency translation adjustment	—	(67.4)	(67.4)
As of December 31, 2022	<b>\$ 3.6</b>	<b>\$ (347.9)</b>	<b>\$ (344.3)</b>

**NOTE 20**  
**COMMITMENTS AND CONTINGENCIES**

From time to time, we are involved in litigation, claims, government inquiries, investigations and proceedings, including but not limited to those relating to environmental exposures, intellectual property matters, personal injury claims, product liabilities, regulatory matters, commercial and government contract issues, employment and employee benefit matters, commercial or contractual disputes, and securities matters.

Although the ultimate outcome of any legal matter cannot be predicted with certainty, based on present information including our assessment of the merits of the particular claim, as well as our current reserves and insurance coverage, we do not expect that such legal proceedings will have any material adverse impact on our financial statements, unless otherwise noted below. However, there can be no assurance that an adverse outcome in any of the proceedings described below will not result in material fines, penalties or damages, changes to the Company's business practices, loss of (or litigation with) customers or a material adverse effect on our financial statements.

**Asbestos Matters**

Prior to the divestiture described below, former subsidiaries of ITT, including ITT LLC and Goulds Pumps LLC, had been sued, along with many other companies in product liability lawsuits alleging personal injury due to asbestos exposure. These claims generally alleged that certain products sold by our subsidiaries prior to 1985 contained a part manufactured by a third party (e.g., a gasket) which contained asbestos. To the extent these third-party parts may have contained asbestos, it was encapsulated in the gasket (or other) material and was non-friable. ITT LLC and Goulds Pumps LLC are wholly owned subsidiaries of InTelCo, a former subsidiary of ITT.

On June 30, 2021, the Company entered into a Membership Interest Purchase Agreement (the Purchase Agreement) with Sapphire TopCo, Inc. (Buyer), a wholly owned subsidiary of Delticus Holdco, L.P., which is a portfolio company of the private equity firm Warburg Pincus LLC. Under the Purchase Agreement, the Company transferred 100% of the equity interests of InTelCo to the Buyer, effective as of July 1, 2021, along with a cash contribution from the Company of \$398 to InTelCo. As InTelCo was the obligor for the Company's asbestos-related liabilities and policyholder of the related insurance assets through its subsidiaries ITT LLC and Goulds Pumps LLC, the rights and obligations related to these items transferred upon the sale. In addition, pursuant to the Purchase Agreement, the Buyer and InTelCo have indemnified the Company and its affiliates for legacy asbestos-related liabilities and other product liabilities, and the Company has indemnified InTelCo and its affiliates for all other historical liabilities of InTelCo. This indemnification is not subject to any cap or time limitation. In connection with the sale, the Company and its Board of Directors received a solvency opinion from an independent advisory firm that InTelCo was solvent and adequately capitalized after giving effect to the transaction.

Following the completion of the transfer, the Company no longer has any obligation with respect to pending and future asbestos claims relating to these matters. As such, InTelCo has been deconsolidated from our 2021 financial results, as we no longer maintain control of the entity. Therefore, all associated assets and liabilities are no longer reported on the consolidated balance sheet. The transaction resulted in a pre-tax gain of \$88.8. Additionally, the Company recorded tax expense as a result of the reversal of previously recorded deferred tax assets of \$116.9, resulting in an after-tax loss of \$28.1.

The following table summarizes the impacts that resulted from the divestiture of InTelCo.

Cash and cash equivalents	\$ (398.0)
Current asbestos-related assets	(91.0)
Long-term asbestos-related assets	(310.4)
Accrued liabilities	91.2
Long-term asbestos-related liabilities	797.0
Gain on divestiture of legacy asbestos-related assets and liabilities before income tax	\$ 88.8
Less: income tax expense	116.9
Loss on divestiture of legacy asbestos-related assets and liabilities, net of tax	\$ (28.1)

Prior to the divestiture of the entity holding legacy asbestos-related assets and liabilities, the Company recognized an estimated asbestos liability for pending claims and claims expected to be filed in the future, including legal fees. We also recorded a corresponding asbestos-related asset that represented our best estimate of probable recoveries from our insurers for the estimated asbestos liabilities. We conducted an annual remeasurement to review and update the underlying assumptions used to estimate our asbestos liability and related assets, including a reassessment of the time horizon over which a reasonable estimate of unasserted claims can be projected. In 2020, we extended our projection to include pending claims and claims expected to be filed through 2052, reflecting the full time period over which we expected asbestos-related claims to be filed against InTelCo, resulting in a net cost of \$135.9 in the year ended December 31, 2020. Previous estimates included pending claims and claims expected to be filed over the next 10 years.

#### Settlement Agreements

The Company periodically entered into settlement agreements with insurers to settle responsibility for insurance claims. Under the terms of the settlements, the insurers agreed to a payment or specified series of payments to a Qualified Settlement Fund for past costs and/or agreed to provide coverage for certain future asbestos claims on specified terms and conditions. In March 2020, we finalized a settlement agreement with a group of insurers to settle responsibility for claims under certain insurance policies for a lump sum payment of \$66.4, resulting in a benefit of \$52.5. During June 2020, we entered into a settlement agreement with an insurer accelerating payments previously included in a buyout agreement, resulting in a loss of \$4.2. In December 2020, ITT entered into a coverage-in-place agreement with a group of insurers resulting in a benefit of \$52.1.

#### Asbestos-Related (Benefit) Costs, Net

The table below summarizes our total net asbestos-related (benefit) costs.

For the Year Ended December 31	2022	2021	2020
Asbestos provision, net <sup>(a)</sup>	\$ —	\$ 14.4	\$ 30.8
Gain on divestiture before income tax	—	(88.8)	—
Asbestos remeasurement, net <sup>(b)</sup>	—	—	135.9
Settlement agreements and other	—	—	(100.4)
Asbestos-related (benefit) costs, net	\$ —	\$ (74.4)	\$ 66.3

(a) 2021 includes costs related to the divestiture of InTelCo as well as certain administrative costs such as legal-related costs for insurance asset recoveries. 2020 included amounts to maintain a rolling 10-year provision prior to the transition in 2020 to full horizon.

(b) In 2020, we extended our projection to include pending claims and claims expected to be filed through 2052, which reflected the full time period over which we expected asbestos-related claims to be filed against InTelCo.

## Environmental Matters

In the ordinary course of business, we are subject to federal, state, local, and foreign environmental laws and regulations. We are responsible, or are alleged to be responsible, for ongoing environmental investigation and site remediation. These sites are in various stages of investigation and/or remediation and in many of these proceedings our liability is considered de minimis. We have received notification from the U.S. Environmental Protection Agency, and from similar state and foreign environmental agencies, that a number of sites formerly or currently owned or operated by the Company, and other properties or water supplies that may be or have been impacted from those operations, contain disposed or recycled materials or wastes and require environmental investigation or remediation. These sites include instances where we have been identified as a potentially responsible party under federal and state environmental laws and regulations.

Accruals for environmental matters are recorded on a site-by-site basis when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated. The following table provides a rollforward of the estimated current and long-term environmental liability.

	2022	2021
Balance as of January 1	\$ 54.1	\$ 58.3
Changes in estimates for pre-existing accruals:		
Continuing operations	1.7	1.8
Discontinued operations <sup>(a)</sup>	5.4	—
Accruals added during the period for new matters	0.1	1.8
Cash payments	(4.0)	(7.6)
Foreign currency	(0.2)	(0.2)
Balance as of December 31	\$ 57.1	\$ 54.1

(a) During 2022, we increased the estimated environmental liability for a former site of ITT by \$5.4 and recognized an insurance-related asset of \$4.3. The resulting net pre-tax expense of \$1.1 has been presented as a loss from discontinued operations within our Consolidated Statements of Operations.

Environmental-related assets, including a qualified settlement fund (QSF) and estimated recoveries from insurance providers and other third parties, were \$13.6 and \$12.5 as of December 31, 2022 and 2021, respectively.

The following table illustrates the reasonably possible high range of estimated liability and number of active sites for environmental matters.

As of December 31	2022	2021
High-end estimate of environmental liability	\$ 93.5	\$ 93.8
Number of open environmental matters	28	26

As actual costs incurred at identified sites in future periods may vary from our current estimates given the inherent uncertainties in evaluating environmental exposures, management believes it is possible that the outcome of these uncertainties may have a material adverse effect on our financial statements.



## NOTE 21 GUARANTEES, INDEMNITIES AND WARRANTIES

### *Indemnities*

Since our founding in 1920, we have acquired and disposed of numerous businesses. The related acquisition and disposition agreements allocate certain assets and liabilities among the parties and contain various representation and warranty clauses and may provide indemnities for a misrepresentation or breach of the representations and warranties by either party or for assumed or excluded liabilities. These provisions address a variety of subjects. The term and monetary amounts of each such provision are defined in the specific agreements and may be affected by various conditions and external factors. Many of the provisions have expired either by operation of law or as a result of the terms of the agreement. We do not have a liability recorded for these expired provisions and are not aware of any claims or other information that would give rise to material payments under such provisions.

### *Guarantees*

We have \$141.7 of guarantees, letters of credit and similar arrangements outstanding at December 31, 2022, primarily pertaining to commercial or performance guarantees and insurance matters. We have not recorded any material loss contingencies under these guarantees, letters of credit and similar arrangements as of December 31, 2022 as the likelihood of nonperformance by ITT is considered remote. From time to time, we may provide certain third-party guarantees that may be affected by various conditions and external factors, some of which could require that payments be made under such guarantees. We do not consider the maximum exposure or current recorded liabilities under our third-party guarantees to be material either individually or in the aggregate. We do not believe such payments would have a material adverse impact on our Consolidated Financial Statements.

### *Warranties*

ITT warrants numerous products, the terms of which vary widely. In general, ITT warrants its products against defect and specific non-performance. In certain markets, such as automotive, aerospace and rail, liability for product defects could extend beyond the selling price of the product and could be significant if the defect interrupts production or results in a recall.

The table below presents a rollforward of our total warranty liability, which is recorded within Accrued liabilities and Other non-current liabilities in our Consolidated Balance Sheets.

	2022	2021
Warranty liability as of January 1	\$ 20.1	\$ 25.4
Warranty expense	1.8	4.6
Payments	(5.2)	(8.8)
Foreign currency and other	(0.5)	(1.1)
Warranty liability as of December 31	\$ 16.2	\$ 20.1

**NOTE 22**  
**DERIVATIVE FINANCIAL INSTRUMENTS**

The Company is exposed to various market risks relating to its ongoing business operations. From time to time, we use derivative financial instruments to mitigate our exposure to certain of these risks, including foreign exchange rate and commodity price fluctuations. By using derivatives, the Company is further exposed to credit risk. Our exposure to credit risk includes the counterparty's failure to fulfill its financial obligations under the terms of the derivative contract. The Company attempts to minimize its exposure by avoiding concentration risk among its counterparties and by entering into transactions with creditworthy counterparties.

*Foreign Currency Derivative Contracts*

The Company enters into foreign currency forward or option contracts to mitigate foreign currency risk associated with transacting with international customers, suppliers, and subsidiaries. The notional amounts and fair values of our outstanding foreign currency derivative contracts, which are recorded within other current assets in our Consolidated Balance Sheets, were as follows:

As of December 31	2022		2021	
Notional amount (U.S. dollar equivalent)	\$	136.5	\$	24.2
Fair value of foreign currency derivative contracts <sup>(a)</sup>	\$	1.7	\$	1.9

(a) Our foreign currency derivative contracts are classified within Level 2 of the fair value hierarchy because these contracts are not actively traded and the valuation inputs are based on market observable data of similar instruments.

Gains or losses arising from changes in fair value of our foreign currency derivative contracts are recorded within General and administrative expenses in our Consolidated Statements of Operations, and were as follows:

For the Year Ended December 31	2022		2021	
Gain (loss) on foreign currency derivative contracts <sup>(b)</sup>	\$	10.1	\$	(1.4)

(b) None of our derivative contracts were designated as hedging instruments under ASC 815 - *Derivatives & Hedging*.

The cash flow impact upon settlement of our foreign currency derivative contracts is included in operating activities in our Consolidated Statements of Cash Flows. During the year ended December 31, 2022 and December 31, 2021, net cash inflows/(outflows) from foreign currency derivative contracts were \$7.7 and (\$4.0), respectively.

*Commodity Call Option Contracts*

The Company enters into call option contracts to mitigate our exposure to adverse commodity price fluctuations. There were no outstanding commodity call option contracts as of December 31, 2022 and December 31, 2021. Gains and losses arising from changes in fair value of commodity call option contracts during the year ended December 31, 2022 and December 31, 2021, respectively, were not material.

## NOTE 23 ACQUISITIONS AND INVESTMENTS

### *Acquisition of Habonim Industrial Valves and Actuators Ltd (Habonim)*

On April 4, 2022, we completed the acquisition of 100% of the privately held stock of Habonim for a purchase price of \$139.9. Habonim is a designer and manufacturer of valves, valve automation and actuation for the gas distribution (including liquified natural gas), biotech and harsh application service sectors. Habonim sells directly to original equipment manufacturers and integrators for customized solutions. Habonim has operations in Israel, the U.S. and the Netherlands, reported annual sales of \$44 in 2021, and has a workforce of approximately 200 employees. Beginning in the second quarter of 2022, Habonim's results are reported within the Industrial Process segment.

The assets acquired and liabilities assumed were recorded at fair value. As of December 31, 2022, allocation of the purchase price was substantially complete and is presented in the table below.

#### *Allocation of Purchase Price*

Receivables	\$	10.2
Inventory		17.8
Plant, property and equipment		16.1
Goodwill <sup>(a)</sup>		62.9
Other intangible assets		47.2
Other assets		4.2
Accounts payable and accrued liabilities		(8.7)
Other liabilities		(7.1)
Noncontrolling interest		(2.7)
<b>Net assets acquired</b>	<b>\$</b>	<b>139.9</b>

(a) The goodwill arising from acquisition is not expected to be deductible for income tax purposes.

Pro forma results of operations have not been presented because the acquisition was not deemed significant as of the acquisition date.

### *Investments in CRP Technology and CRP USA (CRP)*

During the second quarter of 2022, we purchased a minority investment of 46% in CRP Technology Srl and 33% in CRP USA LLC (collectively "CRP") for \$23.0. CRP is a manufacturer of reinforced composite materials for 3D printing for the aerospace, defense, premium automotive, and motorsports industries. CRP's Windform® high-performance materials enable engineers to develop complex, customized designs while providing lightweight and exceptionally durable products. The CRP investments are accounted for as equity method investments.

### *Other*

During June 2022, we purchased all production assets and proprietary technology related to an energy absorption product line for high-cycle applications in industrial automation. The product line was acquired for \$7.0 from Clippard Instrument Laboratory, Inc., which is a U.S. manufacturer of electronic and pneumatic components. These assets are included within the CCT segment.

## EXHIBIT INDEX

Exhibit Number	Description
2.1	<a href="#">Membership Interest Purchase Agreement, dated as of June 30, 2021, among ITT Inc., InTelCo Management LLC, and Sapphire TopCo, Inc.</a> Incorporated by reference to Exhibit 2.1 of ITT Inc.'s Form 8-K dated July 1, 2021
3.1	<a href="#">Amended and Restated Articles of Incorporation, effective as of May 23, 2018</a> Incorporated by reference to Exhibit 3.1 of ITT Inc.'s Form 8-K dated May 25, 2018
3.2	<a href="#">Amended and Restated By-laws of ITT Inc., effective as of February 14, 2023</a>
4.1	<a href="#">Description of Registrant's Securities</a> Incorporated by reference to Exhibit 4.1 of ITT Inc.'s Form 10-K for the year ended December 31, 2019
10.1	<a href="#">Credit Agreement, dated August 5, 2021, among ITT Inc. and Other Parties Signatory Thereto</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended July 3, 2021
10.2	<a href="#">Indenture between ITT Corporation and Union Bank N.A., as Trustee dated May 1, 2009</a> Incorporated by reference to Exhibit 4.3 of ITT Inc.'s Form S-3 dated September 18, 2015
10.3	<a href="#">First Supplemental Indenture, dated as of May 16, 2016, between ITT Corporation, ITT Inc. and MUFG Union Bank, N.A. as Trustee</a> Incorporated by reference to Exhibit 4.2 of ITT Inc.'s Post-Effective Amendment No. 1 to Registration Statement on Form S-3 dated May 16, 2016
10.4*	<a href="#">ITT Annual Incentive Plan for Executive Officers, amended and restated as of May 16, 2016</a> Incorporated by reference to Exhibit 10.5 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2016
10.5*	<a href="#">ITT Retirement Savings Plan (amended and restated effective January 1, 2020)</a> Incorporated by reference to Exhibit 10.18 of ITT Inc.'s Form 10-K for the year ended December 31, 2020
10.6*	<a href="#">ITT Supplemental Retirement Savings Plan, amended and restated as of May 2, 2020</a> Incorporated by reference to Exhibit 10.19 of ITT Inc.'s Form 10-K for the year ended December 31, 2020
10.7*	<a href="#">ITT Senior Executive Severance Pay Plan, amended and restated as of June 17, 2019</a> Incorporated by reference to Exhibit 10.2 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2019
10.8*	<a href="#">ITT Senior Executive Change in Control Severance Pay Plan, amended and restated as of June 17, 2019</a> Incorporated by reference to Exhibit 10.3 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2019
10.9*	<a href="#">ITT Change in Control Severance Plan, amended and restated as of May 16, 2016</a> Incorporated by reference to Exhibit 10.10 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2016
10.10*	<a href="#">ITT Deferred Compensation Plan, as amended and restated as of May 16, 2016</a> Incorporated by reference to Exhibit 10.4 of ITT Inc.'s Form 8-K dated May 16, 2016
10.11*	<a href="#">ITT Deferred Compensation Plan for Non-Employee Directors, amended and restated as of January 1, 2020</a> Incorporated by reference to Exhibit 10.4 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2020
10.12*	<a href="#">Non-Employee Director Compensation Summary</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended October 1, 2022
10.13*	<a href="#">2011 Omnibus Incentive Plan</a> Incorporated by reference to Exhibit 4.3 of ITT Inc.'s Registration Statement on Form S-8 as filed on October 28, 2011
10.14*	<a href="#">ITT 2003 Equity Incentive Plan, amended and restated as of February 15, 2008 and approved by shareholders on May 13, 2008 (previously amended and restated as of July 13, 2004 and subsequently amended as of December 18, 2006) and previously known as ITT Industries, Inc. 2003 Equity Incentive Plan</a> Incorporated by reference to Exhibit 10.5 of ITT Inc.'s Form 10-Q for the quarter ended June 30, 2008
10.15*	<a href="#">Omnibus Amendment to Long-Term Incentive Plans, dated as of May 16, 2016</a> Incorporated by reference to Exhibit 10.2 of ITT Inc.'s Current Report on Form 8-K dated May 16, 2016
10.16*	<a href="#">Amendment to the ITT Consolidated Hourly Pension Plan, dated as of February 19, 2020</a> Incorporated by reference to Exhibit 10.3 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2020
10.17*	<a href="#">Form of 2023 Performance Unit Award Agreement</a>
10.18*	<a href="#">Form of 2023 Restricted Stock Unit Award Agreement</a>
10.19*	<a href="#">Form of 2022 Performance Unit Award Agreement</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended April 2, 2022
10.20*	<a href="#">Form of 2022 Restricted Stock Unit Award Agreement</a> Incorporated by reference to Exhibit 10.2 of ITT Inc.'s Form 10-Q for the quarter ended April 2, 2022
10.21*	<a href="#">Form of 2022 Restricted Stock Unit Award Agreement for Non-Employee Directors</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended July 2, 2022
10.22*	<a href="#">Form of 2021 Performance Unit Award Agreement</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2021
10.23*	<a href="#">Form of 2021 Restricted Stock Unit Award Agreement</a> Incorporated by reference to Exhibit 10.2 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2021

<b>Exhibit Number</b>	<b>Description</b>
10.24*	<a href="#">Form of 2020 Performance Unit Award Agreement</a> Incorporated by reference to Exhibit 10.1 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2020
10.25*	<a href="#">Form of 2020 Restricted Stock Unit Award Agreement</a> Incorporated by reference to Exhibit 10.2 of ITT Inc.'s Form 10-Q for the quarter ended March 31, 2020
10.26	<a href="#">Form of ITT Inc. Indemnification Agreement with its directors and officers</a> Incorporated by reference to Exhibit 10.5 to ITT Inc.'s Form 8-K dated May 16, 2016
10.27*	<a href="#">Amended Offer Letter between Mary Beth Gustafsson and ITT Inc.</a>
21.1	<a href="#">Subsidiaries of the Registrant</a>
23.1	<a href="#">Consent of Deloitte &amp; Touche LLP</a>
31.1	<a href="#">Certification pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
31.2	<a href="#">Certification pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
32.1	<a href="#">Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
32.2	<a href="#">Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
101	The following materials from ITT Inc.'s Annual Report on Form 10-K for the year ended December 31, 2022, formatted in iXBRL (inline Extensible Business Reporting Language): (i) Consolidated Statements of Operations, (ii) Consolidated Statements of Comprehensive Income, (iii) Consolidated Balance Sheets, (iv) Consolidated Statements of Cash Flows, (v) Consolidated Statements of Changes in Shareholders' Equity and (vi) Notes to the Consolidated Financial Statements
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

\* Management compensatory plan

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

ITT Inc.  
(Registrant)

By:           /S/ CHERYL DE MESA GRAZIANO          

Cheryl de Mesa Graziano  
Vice President and Chief Accounting Officer  
(Principal Accounting Officer)

February 15, 2023

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/S/ LUCA SAVI <b>Luca Savi</b> <b>(Principal Executive Officer)</b>	Chief Executive Officer, President and Director	February 15, 2023
/S/ EMMANUEL CAPRAIS <b>Emmanuel Caprais</b> <b>(Principal Financial Officer)</b>	Senior Vice President and Chief Financial Officer	February 15, 2023
/S/ CHERYL DE MESA GRAZIANO <b>Cheryl de Mesa Graziano</b> <b>(Principal Accounting Officer)</b>	Vice President and Chief Accounting Officer	February 15, 2023
/S/ GERAUD DARNIS <b>Geraud Darnis</b>	Director	February 15, 2023
/S/ DONALD DEFOSSET, JR. <b>Donald DeFosset, Jr.</b>	Director	February 15, 2023
/S/ NICHOLAS C. FANANDAKIS <b>Nicholas C. Fanandakis</b>	Director	February 15, 2023
/S/ RICHARD P. LAVIN <b>Richard P. Lavin</b>	Director	February 15, 2023
/S/ REBECCA A. MCDONALD <b>Rebecca A. McDonald</b>	Director	February 15, 2023
/S/ TIMOTHY H. POWERS <b>Timothy H. Powers</b>	Director	February 15, 2023
/S/ CHERYL L. SHAVERS <b>Cheryl L. Shavers</b>	Director	February 15, 2023
/S/ SABRINA SOUSSAN <b>Sabrina Soussan</b>	Director	February 15, 2023

**AMENDED AND RESTATED BY-LAWS  
of**

ITT INC.

**1. SHAREHOLDERS.**

1.1. *Place of Shareholders' Meetings.* All meetings of the shareholders of ITT Inc. (the "Corporation") shall be held at such place or places, within or outside the state of Indiana, as may be fixed by the Corporation's Board of Directors (the "Board," and each member thereof a "Director") from time to time or as shall be specified in the respective notices thereof. The Board may determine that the meeting shall not be held at any place, but may, instead, be held solely by means of remote communication as provided under the Indiana Business Corporation Law.

1.2. *Date and Time of Annual Meetings of Shareholders.* An annual meeting of shareholders shall be held at such date, time and place (within or outside the state of Indiana or by remote communication, as applicable) as shall be determined by the Board and designated in the notice thereof. Failure to hold an annual meeting of shareholders at such designated time shall not affect otherwise valid corporate acts or work as a forfeiture or dissolution of the Corporation.

1.3. *Annual Meetings of Shareholders.*

(a) At each annual meeting of shareholders, the shareholders shall elect the members of the Board for the succeeding term. At any such annual meeting any business properly brought before the meeting may be transacted.

(b) To be properly brought before an annual meeting of shareholders, business must be (i) specified in the notice of the meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise properly brought before the meeting by or at the direction of the Board or (iii) otherwise properly brought before the meeting by a shareholder in accordance with the requirements of Section 1.6, Section 2.3 or Section 2.4 of these By-laws, as applicable.

1.4. *Special Meetings of Shareholders.*

(a) Except as otherwise expressly required by applicable law, special meetings of shareholders or of any class or series entitled to vote may be called for any purpose or purposes by the Chairman, by a majority vote of the entire Board or by the Secretary upon written request in accordance with the Corporation's Articles of Incorporation, as amended from time to time (the "Articles of Incorporation"), and these By-laws to be held at such date, time and place (within or outside the state of Indiana or by remote communication, as applicable) as shall be determined by the Board and designated in the notice (or any supplement thereto) thereof. Only such business as is specified in the notice (or any supplement thereto) of any special meeting of shareholders shall come before such meeting.

(b) A special meeting of shareholders shall be called by the Secretary at the written request or requests (each, a "Special Meeting Request" and, collectively, the "Special Meeting Requests") of shareholders who are shareholders of record having, as of the date on which such Special Meeting Request is delivered to the Secretary, an aggregate "net long position" (as defined in Article Fifth of the Articles of Incorporation) of at least 25% of the voting power of the outstanding shares of capital stock of the Corporation entitled to vote on the matter or matters to be brought before the proposed special meeting of shareholders (the "Requisite Percentage") if such Special Meeting Request complies with the requirements of Section 1.4(c) and all other applicable sections of the Articles of Incorporation and these By-laws. The Board shall determine in good faith whether all requirements set forth in these By-laws have been satisfied and such determination shall be binding on the Corporation and its shareholders.

(c) A Special Meeting Request must be delivered by hand or by registered United States mail or courier service, postage prepaid, to the attention of the Secretary. A Special Meeting Request to the Secretary shall be signed and dated by each shareholder of record (or a duly authorized agent of such shareholder) requesting the special meeting of shareholders (each, a "Requesting Shareholder"), shall comply with the shareholder notice and information requirements for annual meetings of shareholders set forth in Sections 1.6(b) through 1.6(d) and, if applicable, the shareholder notice and information requirements for nominations of a person or persons for election as Director(s) as set forth in Section 2.3 of these By-laws, and shall also include (i) a statement of the specific purpose or purposes of the special meeting, (ii) the matter(s) proposed to be acted on at the special meeting, (iii) the reasons for conducting such business at the special meeting, (iv) the text of any resolutions proposed for consideration, (v) an acknowledgment by the Requesting Shareholder(s) and the beneficial owners, if any, on whose behalf the Special Meeting Request(s) are being made that any reduction in the aggregate net long position of the Requesting Shareholder(s) below the Requisite Percentage following the delivery of the Special Meeting Request shall constitute a revocation of such Special Meeting Request, and (vi) documentary evidence that the Requesting

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Shareholders own the Requisite Percentage as of the date of such written request to the Secretary; provided, however, that, if the Requesting Shareholders are not the beneficial owners of the shares representing the Requisite Percentage, then to be valid, the Special Meeting Request(s) must also include documentary evidence (or, if not simultaneously provided with the Special Meeting Request(s), such documentary evidence must be delivered to the Secretary within 10 business days after the date on which the Special Meeting Request(s) are delivered to the Secretary) that the beneficial owners on whose behalf the Special Meeting Request(s) are made beneficially own the Requisite Percentage as of the date on which such Special Meeting Request(s) are delivered to the Secretary. In addition, the Requesting Shareholders and the beneficial owners, if any, on whose behalf the Special Meeting Request(s) are being made shall promptly provide any other information reasonably requested by the Corporation.

(d) Notwithstanding the foregoing provisions of this Section 1.4, a special meeting of shareholders requested by shareholders shall not be held if (i) the Special Meeting Request does not comply with this Section 1.4, (ii) the Special Meeting Request relates to an item of business that is not a proper subject for shareholder action under applicable law, (iii) the Special Meeting Request is received by the Secretary during the period commencing 90 calendar days prior to the first anniversary of the date of the immediately preceding annual meeting of shareholders and ending on the date of the next annual meeting, (iv) an annual or special meeting of shareholders that included an identical or substantially similar item of business ("Similar Business") was held not more than 120 calendar days before the Special Meeting Request was received by the Secretary, (v) the Board or the Chairman of the Board has called or calls for an annual or special meeting of shareholders to be held within 90 calendar days after the Special Meeting Request is received by the Secretary and the business to be conducted at such meeting includes Similar Business, or (vi) the Special Meeting Request was made in a manner that involved a violation of Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or other applicable law. For purposes of this Section 1.4(d), the nomination, election or removal of Directors shall be deemed to be Similar Business with respect to all items of business involving the nomination, election or removal of Directors, changing the size of the Board and filling vacancies and/or newly created directorships resulting from any increase in the authorized number of Directors. The Board shall determine in good faith whether the requirements set forth in this Section 1.4(d) have been satisfied.

(e) In determining whether a special meeting of shareholders has been requested by the record holders of shares representing in the aggregate at least the Requisite Percentage, multiple Special Meeting Requests delivered to the Secretary will be considered together only if (i) each Special Meeting Request identifies substantially the same purpose or purposes of the special meeting and substantially the same matters proposed to be acted on at the special meeting (in each case as determined in good faith by the Board), and (ii) such Special Meeting Requests have been dated and delivered to the Secretary within 60 days of the earliest dated Special Meeting Request. A Requesting Shareholder may revoke a Special Meeting Request at any time by written revocation delivered to the Secretary and if, following such revocation, there are outstanding un-revoked requests from Requesting Shareholders holding less than the Requisite Percentage, the Board may, in its discretion, cancel the special meeting of shareholders. If none of the Requesting Shareholders appears or sends a duly authorized agent to present the business to be presented for consideration that was specified in the Special Meeting Request, the Corporation need not present such business for a vote at such special meeting of shareholders.

(f) Special meetings of shareholders shall be held at such date, time and place, or by remote communication, as applicable, as may be fixed by the Board in accordance with these By-laws; provided, however, that in the case of a special meeting requested by shareholders, the date of any such special meeting shall not be more than 90 calendar days after a Special Meeting Request that satisfies the requirements of this Section 1.4 (or, in the case of multiple Special Meeting requests, the last Special Meeting Request necessary to reach the Requisite Percentage) is received by the Secretary.

1.5. *Notice of Meetings of Shareholders.* Except as otherwise expressly required or permitted by applicable law, not less than 10 days nor more than 60 days before the date of every shareholders' meeting the Secretary shall give to each shareholder of record entitled to vote at such meeting written notice stating the date, time and place of the meeting, or the means of remote communication, if any, by which shareholders in person or by proxy may be considered to be present in person and vote at any such meeting, and, in the case of a special meeting of shareholders, the purpose or purposes for which the meeting is called and indication that notice is being issued by or at the direction of the person or persons calling the meeting. Except as provided in Section 1.7(d) of these By-laws or as otherwise expressly required by applicable law, notice of any adjourned meeting of shareholders need not be given if the time and place thereof (or the means of remote communication, if applicable) are announced at the meeting at which the adjournment is taken. Any notice, if mailed, shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the shareholder at the address for notices to such shareholder as it appears on the records of the Corporation.

1.6. *Notice of Shareholder Proposals of Business Other than Director Nominations.*

(a) For business other than nominations of persons for election as Directors to be properly brought before an annual meeting of shareholders by a shareholder, the shareholder must have given written notice thereof, either by personal delivery or by United States mail, postage prepaid, to the attention of the Secretary, received at the principal executive offices of the Corporation, not less than 90 calendar days nor more than 120 calendar days prior to the first anniversary of the date the Corporation's proxy statement was released to shareholders in connection with the previous year's annual meeting; provided, however, that in the event that no annual meeting was held in the previous year or the date of the annual meeting is changed by more than 30 days from the anniversary date of the previous year's annual meeting, notice by the shareholder must be so received (i) not earlier than 120 calendar days prior to such annual meeting and not later than 90 calendar days prior to such annual meeting or (ii) if later, within 10 calendar days following the date on which public announcement of the date of the meeting is first made. In no event shall the public announcement of an adjournment or postponement of a meeting commence a new time period, or extend any time period, for the giving of written notice.

(b) Any written notice given by a shareholder under this Section 1.6 shall set forth as to each matter the shareholder proposes to bring before the annual meeting of shareholders: (i) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting and, in the event that such business includes a proposal to amend either the Articles of Incorporation or these By-laws, the language of the proposed amendment; (ii) the name and address of the shareholder proposing such business and the beneficial owner, if any, on whose behalf the proposal is made; (iii) a representation that the shareholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business; (iv) the class or series and number of shares of stock of the Corporation that are owned of record by such shareholder and beneficial owner, if any, as of the date of the notice; (v) any material interest of the shareholder, and the beneficial owner, if any, on whose behalf the proposal is made, in such business; (vi) if the shareholder or beneficial owner, if any, is or intends to be part of a group that intends to (x) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or (y) otherwise solicit proxies or votes from shareholders in support of such shareholder's proposal, a representation to that effect and the name of each "participant" in the solicitation (within the meaning of Item 4 of Schedule 14A under the Exchange Act); (vii) any other information regarding each shareholder and beneficial owner, if any, on whose behalf the proposal is made that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the proposal, pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder; (viii) any plans or proposals that such shareholder and beneficial owner, if any, has with respect to the securities of the Corporation for which disclosure would be required by Item 4 of Schedule 13D under the Exchange Act; (ix) a description of any agreement, arrangement or understanding with respect to the proposal and/or the voting of shares of any class or series of stock of the Corporation between or among the shareholder giving the notice, the beneficial owner, if any, on whose behalf the proposal is made, any of their respective affiliates or associates and/or any others acting in concert with any of the foregoing (collectively, the "Proponent Persons," which term, for purposes of Section 2.3(b) of these By-laws, shall include each nominee (and his or her respective affiliates or associates and/or any others acting in concert with such nominee) and shall be defined as if this clause (ix) had, in each case, replaced the word "proposal" with the word "nomination") including, but not limited to, any agreements that would be required to be disclosed pursuant to Item 5 or Item 6 of Schedule 13D under the Exchange Act; and (x) a description of any agreement, arrangement or understanding (including without limitation any swap or other derivative or short position, profits interest, hedging transaction, borrowed or loaned shares, any contract to purchase or sell, acquisition or grant of any option, right or warrant to purchase or sell, or other instrument) to which any Proponent Person is a party, the intent or effect of which may be (1) to transfer to or from any Proponent Person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, (2) to increase, decrease or maintain the voting power of any Proponent Person with respect to shares of any class or series of capital stock of the Corporation and/or (3) to provide any Proponent Person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, or to mitigate any loss resulting from, the value (or any increase or decrease in the value) of any security of the Corporation.

(c) A shareholder providing notice of business proposed to be brought before a meeting (whether given pursuant to this Section 1.6 or Section 1.4 of these By-laws) shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is 15 calendar days prior to the meeting, or any adjournment or postponement thereof; such update and supplement shall be delivered in writing to the Secretary at the principal executive offices of the Corporation not later than five calendar days after the record date for the meeting (in the case of any update and supplement required to be made as of the record date), and not later than 10 calendar days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of 15 calendar days prior to the meeting or any adjournment or postponement thereof).

(d) The foregoing notice requirements shall be deemed satisfied by a shareholder if the shareholder has notified the Corporation of his or her intention to present a proposal at an annual meeting of shareholders and such shareholder's

proposal has been included in a proxy statement that has been prepared by management of the Corporation to solicit proxies for such annual meeting; provided, however, that, if the shareholder does not appear or send a qualified representative to present such proposal at the annual meeting, the Corporation need not present such proposal for a vote at such meeting, notwithstanding that proxies in respect of such vote may have been received by the Corporation. No business shall be conducted at an annual meeting of shareholders except in accordance with this Section 1.6 (other than nominations of Director candidates as contemplated by Section 2.3 and Section 2.4). The chairman of any annual meeting of shareholders may refuse to permit any business to be brought before such annual meeting without compliance with the foregoing procedures or if the shareholder solicits proxies in support of such shareholder's proposal without such shareholder having made the representation required by clause (vi) of Section 1.6(b), notwithstanding that proxies in respect of such vote may have been received by the Corporation.

#### 1.7. *Quorum of Shareholders; Adjournments.*

(a) Unless otherwise expressly required by applicable law, at any meeting of shareholders, the presence in person (including by remote communication, if applicable) or by proxy of shareholders entitled to cast a majority of votes thereat shall constitute a quorum. Shares of the Corporation's stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in an election of the directors of such other corporation is held by the Corporation, shall neither be counted for the purpose of determining the presence of a quorum nor entitled to vote at any meeting of shareholders.

(b) At any meeting of shareholders at which a quorum shall be present, a majority of those present in person (including by remote communication, if applicable) or by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting. In the absence of a quorum, the officer presiding thereat shall have power to adjourn the meeting from time to time until a quorum shall be present. Notice of any adjourned meeting other than announcement at the meeting shall not be required to be given, except as provided in Section 1.7(d) below and except where expressly required by applicable law.

(c) At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting originally called, but only those shareholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof unless a new record date is fixed by the Board.

(d) If a new date, time and place of an adjourned meeting is not announced at the original meeting before adjournment, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in the manner specified in Section 1.5 of these By-laws to each shareholder of record entitled to vote at the meeting.

1.8. *Chairman and Secretary of Meetings of Shareholders.* The Chairman or, in his or her absence, another officer of the Corporation designated by the Chairman, shall preside at meetings of the shareholders. The Secretary shall act as secretary of the meeting, or in the absence of the Secretary, an Assistant Secretary shall so act, or if neither is present, then the presiding officer may appoint a person to act as secretary of the meeting.

#### 1.9. *Voting by Shareholders.*

(a) Except as otherwise expressly required by applicable law, at every meeting of shareholders each shareholder shall be entitled to the number of votes specified in the Articles of Incorporation, in person (including by remote communication, if applicable) or by proxy, for each share of stock standing in his or her name on the books of the Corporation on the date fixed pursuant to the provisions of Section 5.6 of these By-laws as the record date for the determination of the shareholders who shall be entitled to receive notice of, and to vote at, such meeting.

(b) When a quorum is present at any meeting of shareholders, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless an express provision of law or the Articles of Incorporation require a greater number of affirmative votes.

(c) Except as required by applicable law, the vote at any meeting of shareholders on any question need not be by ballot, unless so directed by the chairman of the meeting. On a vote by ballot, each ballot shall be signed by the shareholder voting, or by his or her proxy, if there be such proxy, and shall state the number of shares voted.

1.10. *Proxies.* Any shareholder entitled to vote at any meeting of shareholders may vote either in person (including by remote communication, if applicable) or by proxy. A shareholder may authorize a person or persons to act for the shareholder as proxy by (a) the shareholder or the shareholder's designated officer, director, employee or agent

executing a writing by signing it or by causing the shareholder's signature or the signature of the designated officer, director, employee or agent of the shareholder to be affixed to the writing by any reasonable means, including by facsimile signature; (b) the shareholder transmitting or authorizing the transmission of an electronic submission which may be by any electronic means, including data and voice telephonic communications and computer network to (i) the person who will be the holder of the proxy; (ii) a proxy solicitation firm; or (iii) a proxy support service organization or similar agency authorized by the person who will be the holder of the proxy to receive the electronic submission, which electronic submission must either contain or be accompanied by information from which it can be determined that the electronic submission was transmitted by or authorized by the shareholder; or (c) any other method allowed by law. Any shareholder directly or indirectly soliciting proxies from other shareholders pursuant to Section 1.6 or Section 2.3 of these By-laws must use a proxy card color other than white, which is reserved for the exclusive use for solicitation by the Board.

#### 1.11. *Inspectors.*

(a) The election of Directors and any other vote by ballot at any meeting of shareholders shall be supervised by at least two inspectors. Such inspectors may be appointed by the Chairman before or at the meeting. If the Chairman shall not have so appointed such inspectors or if one or both inspectors so appointed shall refuse to serve or shall not be present, such appointment shall be made by the officer presiding at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability.

(b) The inspectors shall (i) ascertain the number of shares of the Corporation outstanding and the voting power of each, (ii) determine the shares represented at any meeting of shareholders and the validity of the proxies and ballots, (iii) count all proxies and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares represented at the meeting, and their count of all proxies and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties.

#### 1.12. *List of Shareholders.*

(a) At least five business days before every meeting of shareholders, the Corporation shall cause to be prepared and made a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order by voting group, if any, and showing the address of each shareholder and the number of shares registered in the name of each shareholder.

(b) During ordinary business hours for a period of at least five business days prior to the meeting, such list shall be open to examination by any shareholder for any purpose germane to the meeting, either at the Corporation's principal executive offices or a place identified in the meeting notice in the city where the meeting will be held.

(c) The stock ledger shall be the only evidence as to which shareholders are entitled to examine the stock ledger, the list required by this Section 1.12 or the books of the Corporation, or to vote in person (including by remote communication, if applicable) or by proxy at any meeting of shareholders.

#### 1.13. *Confidential Voting.*

(a) Proxies and ballots that identify the votes of specific shareholders shall be kept in confidence by the tabulators and the inspectors of election unless (i) there is an opposing solicitation with respect to the election or removal of Directors, (ii) disclosure is required by applicable law, (iii) a shareholder expressly requests or otherwise authorizes disclosure, or (iv) the Corporation concludes in good faith that a bona fide dispute exists as to the authenticity of one or more proxies, ballots or votes, or as to the accuracy of any tabulation of such proxies, ballots or votes.

(b) The tabulators and inspectors of election and any authorized agents or other persons engaged in the receipt, count and tabulation of proxies and ballots shall be advised of this By-law and instructed to comply herewith.

(c) The inspectors of election shall certify, to the best of their knowledge based on due inquiry, that proxies and ballots have been kept in confidence as required by this Section 1.13.

## 2. **DIRECTORS.**

2.1. *Powers of Directors.* The business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all the powers of the Corporation except those powers that are, by applicable law, the Articles of Incorporation or these By-laws, required to be exercised or performed by the shareholders.

2.2. *Number of Directors and Terms of Office.* The number of Directors which shall constitute the whole Board shall be such as from time to time shall be determined by resolution adopted by a majority of the entire Board, but the number shall not be less than three nor more than 25, provided that the tenure of a Director shall not be affected by any decrease in the number of Directors so made by the Board. Each Director shall hold office until the next annual meeting of shareholders and until his or her successor is elected and qualified or until his or her earlier death, retirement, resignation or removal. Directors need not be shareholders of the Corporation or citizens of the United States of America.

2.3. *Nomination and Method of Election of Director Candidates.*

(a) Nominations of persons for election as Directors may be made by the Board or by any shareholder who is a shareholder of record at the time of giving of the notice of nomination provided for in this Section 2.3 and who is entitled to vote for the election of Directors. Any shareholder of record entitled to vote for the election of Directors at a meeting may nominate a person or persons for election as Directors only if written notice of such shareholder's intent to make such nomination is given in accordance with this Section 2.3, either by personal delivery or by United States mail, postage prepaid, to the attention of the Secretary, received at the principal executive offices of the Corporation (i) with respect to an election to be held at an annual meeting of shareholders, not less than 90 calendar days nor more than 120 calendar days prior to the first anniversary of the date the Corporation's proxy statement was released to shareholders in connection with the previous year's annual meeting; provided, however, that in the event that no annual meeting was held in the previous year or the date of the annual meeting is changed by more than 30 days from the anniversary date of the previous year's annual meeting, notice by the shareholder must be so received (x) not earlier than 120 calendar days prior to such annual meeting and not later than 90 calendar days prior to such annual meeting or (y) if later, within 10 calendar days following the date on which public announcement of the date of the meeting is first made, and (ii) with respect to an election to be held at a special meeting of shareholders for the election of Directors, (x) not earlier than 120 calendar days prior to such special meeting and not later than 90 calendar days prior to such special meeting or (y) if later, within 10 calendar days following the date on which public announcement of the date of such special meeting and of the nominees to be elected at such meeting is first made. In no event shall the public announcement of an adjournment or postponement of a meeting commence a new time period, or extend any time period, for the giving of written notice with respect to the nomination of Director candidates.

(b) Any written notice given by a shareholder providing a nomination of a person or persons for election as Directors shall set forth: (i) the name and address of the shareholder who intends to make the nomination and any Proponent Person and of the person or persons to be nominated; (ii) a representation that the shareholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear or send a qualified representative to the meeting to nominate the person or persons specified in the notice; (iii) the class or series and number of shares of stock of the Corporation that are owned of record by such shareholder and any Proponent Person as of the date of the notice; (iv) a description of all arrangements or understandings between the shareholder and any Proponent Person and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the shareholder; (v) any material interest of the shareholder and any Proponent Person in such nomination; (vi) any other information regarding each shareholder, any Proponent Person and each nominee proposed by such shareholder that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the nomination, pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder; (vii) any plans or proposals that such shareholder and any Proponent Person has with respect to the stock of the Corporation for which disclosure would be required by Item 4 of Schedule 13D under the Exchange Act; (viii) the written consent of each nominee to be named in the proxy statement and form of proxy as a nominee and to serve as a Director if so elected; (ix) whether the shareholder or any Proponent Person is or intends to be part of a group that intends to solicit proxies or votes from shareholders in support of such shareholder's nominee(s) and, if so, (I) whether such solicitation will be an exempt solicitation within the meaning of Rule 14a-2(b) under the Exchange Act and the name of each "participant" in such solicitation (within the meaning of Item 4 of Schedule 14A under the Exchange Act), (II) except for an exempt solicitation subject to clause (ix)(I) or a nomination made by an Eligible Shareholder under Section 2.4, a representation that such person or group will (1) file a definitive proxy statement and form of proxy with the United States Securities and Exchange Commission (the "Commission") and solicit proxies in accordance with Rule 14a-19 under the Exchange Act and (2) deliver such proxy statement and form of proxy to holders of shares representing at least 67% of the voting power of shares of the Corporation that are entitled to vote in an election of Directors and (III) a representation that within five business days of soliciting the percentage of voting power referenced in clause (ix)(II) that such shareholder or any Proponent Person must provide the Corporation with documents, which may take the form of a certified statement and documentation from a proxy solicitor, reasonably demonstrating that the necessary steps have been taken to deliver a proxy statement and form of proxy to holders of such percentage of the voting power of the Corporation's shares; (x) a description of any

agreement, arrangement or understanding with respect to the nomination and/or the voting of shares of any class or series of stock of the Corporation between or among the Proponent Persons including, but not limited to, any agreements that would be required to be disclosed pursuant to Item 5 or Item 6 of Schedule 13D under the Exchange Act; and (xi) a description of any agreement, arrangement or understanding (including without limitation any swap or other derivative or short position, profits interest, hedging transaction, borrowed or loaned shares, any contract to purchase or sell, acquisition or grant of any option, right or warrant to purchase or sell or other instrument) to which any Proponent Person is a party, the intent or effect of which may be (x) to transfer to or from any Proponent Person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, (y) to increase, decrease or maintain the voting power of any Proponent Person with respect to shares of any class or series of capital stock of the Corporation and/or (z) to provide any Proponent Person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, or to mitigate any loss resulting from, the value (or any increase or decrease in the value) of any security of the Corporation.

(c) A shareholder providing notice of a proposed nomination (whether given pursuant to this Section 2.3(b) or Sections 1.4 or 2.4 of these By-laws) shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is 15 calendar days prior to the meeting, or any adjournment or postponement thereof; such update and supplement shall be delivered in writing to the Secretary at the principal executive offices of the Corporation not later than five calendar days after the record date for the meeting (in the case of any update and supplement required to be made as of the record date), and not later than 10 calendar days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of 15 calendar days prior to the meeting or any adjournment or postponement thereof).

(d) Without limiting the other provisions and requirements of this Section 2.3, unless otherwise required by law, the nomination proposed to be made by any shareholder providing notice pursuant to Rule 14a-19 under the Exchange Act shall only be considered a valid nomination if such shareholder complies fully with Rule 14a-19. If such shareholder (i) fails to comply with the requirements of such rule, (ii) notifies the Corporation that such shareholder no longer intends to solicit proxies in accordance with Rule 14a-19 under the Exchange Act, and/or (iii) does not appear or send a qualified representative to the meeting to nominate the person or persons specified in the notice, then any purported nomination of the proposed director by or on behalf of such shareholder is invalid and shall be disregarded and shall not be deemed properly presented at the meeting. The Corporation shall not present such a defective nomination for a vote at such meeting, and no votes in favor of the election of such nominee may be properly cast, notwithstanding that proxies in respect of such vote may have been received by the Corporation. The chairman of any meeting of shareholders to elect Directors and the Board may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedures or if the shareholder solicits proxies in support of such shareholder's nominee(s) without such shareholder having made and complied with the representations required by clause (b)(ix) of this Section 2.3, notwithstanding that proxies in respect of such vote may have been received by the Corporation. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation, including, but not limited to, a completed and signed questionnaire required of the Corporation's Directors and officers.

(e) In an uncontested election (i.e., any election in which the number of nominees does not exceed the number of Directors to be elected), Directors shall be elected by a majority of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. Notwithstanding the foregoing, in the event of a contested election of directors (i.e., any election where the number of nominees exceeds the number of directors to be elected), Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. Any Director nominee who does not receive the requisite votes shall not be elected.

(f) Any Director nominee who fails to be elected but who is a Director at the time of the election shall promptly provide his or her written resignation to the Chairman or the Secretary and remain a Director until a successor shall have been elected and qualified (a "Holdover Director"). The Nominating and Governance Committee (or the equivalent committee then in existence) shall promptly consider the resignation and all relevant facts and circumstances concerning the vote and the best interests of the Corporation and its shareholders. After such consideration, the Nominating and Governance Committee shall make a recommendation to the Board whether to accept or reject the tendered resignation, or whether other action should be taken. The Board will act on the Nominating and Governance Committee's recommendation no later than its next regularly scheduled Board meeting or within 90 days after certification of the shareholder vote, whichever is earlier. The Board will promptly publicly disclose its decision (by a press release, a filing with the Commission or another broadly disseminated means of communication) and shall state therein the reasons for its decision. Any Holdover Director who tenders his or her resignation shall not participate in the Nominating and Governance Committee's recommendation or Board action regarding whether to accept the resignation offer. If a Holdover Director's resignation is not accepted, such Holdover Director shall continue to serve until his or her successor is duly elected and qualified or his or her earlier

resignation or removal. If a Holdover Director's resignation is accepted, then the Board may fill the resulting vacancy, or decrease the size of the Board, pursuant to the provisions of these By-laws.

(g) If each member of the Nominating and Governance Committee receives less than a majority of the votes cast at the same election, then the Board shall appoint a committee composed of three independent Directors (with an independent Director being a Director that has been determined by the Board to be "independent" under such criteria as it deems applicable, including, without limitation, applicable New York Stock Exchange rules and regulations and other applicable law) who received more than a majority of the votes cast to consider the resignation offers and recommend to the Board whether to accept the offers. However, if there are fewer than three independent Directors who receive a majority or more of the votes cast in the same election then the Board will promptly consider the resignation and all relevant facts and circumstances concerning the vote and the best interests of the Corporation and its shareholders and act no later than its next regularly scheduled Board meeting or within 90 days after certification of the shareholder vote, whichever is earlier. If all Directors receive less than a majority of the votes cast at the same election, the election shall be treated as a contested election and the majority vote requirement shall be inapplicable.

**2.4. Proxy Access for Director Nominations.** Whenever the Board solicits proxies with respect to an annual meeting of shareholders, the Corporation shall include in its proxy statement the name, together with the Required Information (as defined in Section 2.4(a)), of any Shareholder Nominee (as defined in Section 2.4(a)) identified in a notice that is submitted within the time period and in the manner specified in Section 2.4(a) for notices of nominations under this Section 2.4 (the "Notice of Proxy Access Nomination") and is delivered by a shareholder (or group of shareholders) who at the time the request is delivered satisfies, or is acting on behalf of persons who satisfy, the ownership and other requirements of this Section 2.4 (such shareholder or group of shareholders, and any person on whose behalf they are acting, the "Eligible Shareholder"), and who expressly elects at the time of providing the Notice of Proxy Access Nomination to have its nominee included in the Corporation's proxy materials pursuant to this Section 2.4.

(a) For purposes of this Section 2.4, a "Shareholder Nominee" shall mean a person properly nominated for director by an Eligible Shareholder in accordance with this Section 2.4. The "Required Information" that the Corporation will include in its proxy statement is (i) the information concerning the Shareholder Nominee and the Eligible Shareholder that, as determined by the Corporation, would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the proposal pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, and (ii) if the Eligible Shareholder so elects, a Statement (as defined in Section 2.4(g)). To be timely, an Eligible Shareholder's Notice of Proxy Access Nomination must be delivered in writing, either by personal delivery or by United States mail, postage prepaid, to the attention of the Secretary, at the principal executive offices of the Corporation, not less than 120 calendar days nor more than 150 calendar days prior to the first anniversary of the date the Corporation's proxy statement was released to shareholders in connection with the previous year's annual meeting (the last day on which such a nomination may be so delivered, the "Final Proxy Access Nomination Date"); provided, however, that in the event that no annual meeting was held in the previous year or the date of the annual meeting is changed by more than 30 days from the anniversary date of the previous year's annual meeting, the Eligible Shareholder must deliver the Notice of Proxy Access Nomination (x) not earlier than 150 calendar days prior to such annual meeting and not later than 120 calendar days prior to such annual meeting or (y) if later, within 10 calendar days following the date on which public announcement of the date of meeting is first made. In no event shall the public announcement of an adjournment or postponement of a meeting commence a new time period, or extend any time period, for the delivery of a Notice of Proxy Access Nomination by an Eligible Shareholder under this Section 2.4.

(b) The Corporation shall not be required to include a Shareholder Nominee in its proxy materials for any annual meeting of shareholders for which (i) the Secretary receives a notice that the Eligible Shareholder has nominated a person for election to the Board pursuant to the notice requirements set forth in Section 2.3 and (ii) the Eligible Shareholder does not expressly elect at the time of providing such notice to have its nominee included in the Corporation's proxy materials pursuant to this Section 2.4.

(c) The maximum number of Shareholder Nominees (the "Permitted Number") that may be included in the Corporation's proxy materials pursuant to this Section 2.4 shall not exceed the greater of two or 20% of the number of Directors serving on the Board as of the Final Proxy Access Nomination Date (or if such amount is not a whole number, rounded down to the nearest whole number). The following persons shall be considered Shareholder Nominees for purposes of determining when the Permitted Number of Shareholder Nominees provided for in this Section 2.4 has been reached: (1) any Shareholder Nominee that was submitted by an Eligible Shareholder for inclusion in the Corporation's proxy materials pursuant to this Section 2.4 whom the Board decides to nominate as a director (a "Board Nominee"), (2) any Shareholder Nominee whose nomination is subsequently withdrawn and (3) any Director who had been a Shareholder Nominee at any of the preceding three annual meetings and whose reelection at the upcoming annual meeting of shareholders is being recommended by the Board. The Permitted Number shall be reduced by the number of director candidates for which the Corporation shall have received one or

more valid notices that a shareholder (other than an Eligible Shareholder) intends to nominate director candidates at such annual meeting of shareholders pursuant to Section 2.3; provided, further, that in the event that (i) one or more vacancies for any reason occurs on the Board at any time after Final Proxy Access Nomination Date and before the annual meeting date and (ii) the Board resolves to reduce the size of the Board in connection therewith, the Permitted Number shall be calculated based on the number of Directors in office as so reduced. In the event that the number of Shareholder Nominees submitted by Eligible Shareholders pursuant to this Section 2.4 exceeds the Permitted Number, each Eligible Shareholder shall select one Shareholder Nominee for inclusion in the Corporation's proxy materials until the Permitted Number is reached, going in the order of the amount (largest to smallest) of shares of the Corporation's stock owned by each Eligible Shareholder as disclosed in the Notice of Proxy Access Nomination. If the Permitted Number is not reached after each Eligible Shareholder has selected one Shareholder Nominee, this selection process shall continue as many times as necessary, following the same order each time, until the Permitted Number is reached. Notwithstanding anything to the contrary contained in this Section 2.4, if the Corporation receives notice pursuant to Section 2.3 of these By-laws that a shareholder intends to nominate for election at an annual meeting of shareholders any number of nominees, no Shareholder Nominees will be included in the Corporation's proxy materials with respect to such annual meeting pursuant to this Section 2.4.

(d) To be an Eligible Shareholder, the shareholder (or group of shareholders) must (i) have owned (as defined in Section 2.4(e)) continuously for at least three years a number of shares consisting of 3% or more of the Corporation's outstanding capital stock measured as of the date the Notice of Proxy Access Nomination is received by the Corporation in accordance with this Section 2.4 (the "Required Shares"), (ii) continues to own the Required Shares as of the record date for determining shareholders entitled to vote at the annual meeting of shareholders and (iii) continue to own the Required Shares through the date of the annual meeting of shareholders for which the Shareholder Nominee is being proposed. For purposes of satisfying the foregoing ownership requirement under this Section 2.4, the shares of capital stock owned by one or more shareholders, or by the person or persons who own shares of the Corporation's capital stock and on whose behalf any shareholder is acting, may be aggregated, provided that the number of shareholders and other persons whose ownership of shares is aggregated for such purpose shall not exceed 20. If two or more funds are under common management and investment control, they shall be treated as one owner for the purpose of determining the aggregate number of shareholders in this paragraph.

(e) For purposes of this Section 2.4, an Eligible Shareholder shall be deemed to "own" only those outstanding shares of the Corporation's capital stock as to which the shareholder possesses both (i) the full voting and investment rights pertaining to the shares and (ii) the full economic interest in (including the opportunity for profit and risk of loss on) such shares; provided that the number of shares calculated in accordance with clauses (i) and (ii) of this Section 2.4(e) shall not include any shares (x) sold by such Eligible Shareholder or any of its affiliates in any transaction that has not been settled or closed, (y) borrowed by such Eligible Shareholder or any of its affiliates for any purposes or purchased by such Eligible Shareholder or any of its affiliates pursuant to an agreement to resell or (z) subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar agreement entered into by such shareholder or any of its affiliates, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of the Corporation's capital stock, in any such case which instrument or agreement has, or is intended to have, the purpose or effect of (1) reducing in any manner, to any extent or at any time in the future, such shareholder's or affiliates' full right to vote or direct the voting of any such shares, and/or (2) hedging, offsetting or altering to any degree gain or loss arising from the full economic ownership of such shares by such shareholder or affiliate. An Eligible Shareholder shall "own" shares held in the name of a nominee or other intermediary so long as the shareholder retains the right to instruct how the shares are voted with respect to the election of Directors and possesses the full economic interest in the shares. A person's ownership of shares shall be deemed to continue during any period in which (i) the person has loaned such shares, provided that the person has the power to recall such loaned shares on no more than three business days' notice, the person recalls such loaned shares within three business days of being notified that any of its Shareholder Nominees will be included in the proxy materials, and the person continues to hold such shares for one year following the annual meeting of shareholders; or (ii) the person has delegated any voting power by means of a proxy, power of attorney or other instrument or arrangement that is revocable at any time by the person. Whether outstanding shares of the Corporation's capital stock are "owned" for these purposes shall be determined by the Board, which determination shall be conclusive and binding on the Corporation and its shareholders. For purposes of this Section 2.4, the term "affiliate" shall have the meaning ascribed thereto in the regulations promulgated under the Exchange Act.

(f) The Eligible Shareholder (including each member of a group of persons that is an Eligible Shareholder) must provide with its timely Notice of Proxy Access Nomination the following information in writing to the Secretary (in addition to the information required to be provided by Section 2.3(b) of these By-laws, other than the information required by Section 2.3(b)(ix)): (i) documentation satisfactory to the Corporation, including one or more written statements from the record holder of the shares (and from each intermediary through which the shares are or have been held during the requisite three-year holding period), verifying that, as of a date within seven calendar days prior to the date the Notice of Proxy Access Nomination is received by the Corporation, the Eligible Shareholder owns, and has owned continuously for the preceding three years, the Required Shares, as well as the Eligible Shareholder's



agreement to provide, (A) within five business days after the record date for the annual meeting of shareholders, written statements from the record holder and any intermediaries verifying the Eligible Shareholder's continuous ownership of the Required Shares through the record date, and (B) immediate notice if the Eligible Shareholder ceases to own any of the Required Shares prior to the date of the applicable annual meeting of shareholders, (ii) documentation satisfactory to the Corporation demonstrating that a group of funds treated as one shareholder for purposes of this Section 2.4 are under common management and investment control, (iii) the written consent of each Shareholder Nominee to be named in the proxy statement and form of proxy as a nominee and to serve as a Director if so elected, (iv) a copy of the Schedule 14N that has been filed with the Commission as required by Rule 14a-18 under the Exchange Act, (v) in the case of a nomination by an Eligible Shareholder comprised of a group of shareholders, the designation by all group members of one such member that is authorized to act on behalf of all members of the group with respect to the nomination and all matters related thereto, including withdrawal of the nomination, (vi) representations that the Eligible Shareholder (including each member of any group of shareholders that together is an Eligible Shareholder hereunder) (A) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control at the Corporation, and does not presently have such intent, (B) has not nominated and will not nominate for election to the Board at the annual meeting of shareholders any person other than a Shareholder Nominee being nominated pursuant to this Section 2.4 (including, with respect to each member of a group of shareholders that together is an Eligible Shareholder, that such member is not a member of more than one group of persons seeking to make a nomination to such annual meeting under this Section 2.4), (C) has not engaged and will not engage in, and has not and will not be a "participant" in, another person's "solicitation" (within the meanings of Item 4 of Schedule 14A under the Exchange Act and Rule 14a-1(l) under the Exchange Act, respectively) in support of the election of any individual as a Director at the annual meeting of shareholders other than its Shareholder Nominee or a Board Nominee, (D) will not distribute to any shareholder any form of proxy for the annual meeting of shareholders other than the form distributed by the Corporation, (E) intends to continue to own the Required Shares through the date of the annual meeting of shareholders and for at least one year following such annual meeting, (F) will provide facts, statements and other information in all communications with the Corporation and its shareholders that are or will be true and correct in all material respects and do not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, (G) is not and will not become party to (y) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a Director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (z) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a Director of the Corporation, with such person's fiduciary duties under applicable law, and (H) is not and will not become a party to any compensatory, payment or other financial agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Director that has not been disclosed to the Corporation, and (vii) an undertaking that the Eligible Shareholder agrees to (A) assume all liability stemming from any legal or regulatory violation arising out of the Eligible Shareholder's communications with the Corporation's shareholders or out of the information that the Eligible Shareholder provided to the Corporation, (B) indemnify and hold harmless the Corporation and each of its Directors, officers and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Corporation or any of its Directors, officers or employees arising out of any nomination submitted by the Eligible Shareholder pursuant to this Section 2.4, (C) file with the Commission all soliciting and other materials as required under Section 2.4(k), and (D) comply with all other applicable laws, rules, regulations and listing standards with respect to any solicitation in connection with the annual meeting of shareholders. The inspectors of election shall not give effect to the Eligible Shareholder's votes with respect to the election of Directors if the Eligible Shareholder does not comply with each of the representations in clause (vi) of this Section 2.4(f).

(g) The Eligible Shareholder may provide to the Secretary, no later than the Final Proxy Access Nomination Date, a written statement for inclusion in the Corporation's proxy statement for the annual meeting of shareholders, not to exceed 500 words, in support of a Shareholder Nominee's candidacy (the "Statement"). Notwithstanding anything to the contrary contained in this Section 2.4, the Corporation may omit from its proxy materials any information or Statement that it believes would violate any applicable law, rule, regulation or listing standard, or any information or statement (or portion thereof) that it believes is untrue in any material respect (or omits to state a material fact necessary in order to make the statements made, in light of the circumstances, not misleading).

(h) Within the time period specified in this Section 2.4 to provide a Notice of Proxy Access Nomination, a Shareholder Nominee must deliver to the Secretary a written representation and agreement that such person (i) is not and will not become a party to any Voting Commitment that has not been disclosed to the Corporation, (ii) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with his or her candidacy for the Board or his or her service or action as a Director that has not been disclosed to the Corporation, and (iii) will comply with applicable law and listing standards, all of the Corporation's corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines, and any

other policies and guidelines applicable to Directors. At the request of the Corporation, the Shareholder Nominee must submit all completed and signed questionnaires required of the Corporation's Directors and officers. The Corporation may also require any Shareholder Nominee to furnish such other information as may reasonably be required by the Corporation as necessary to permit the Board to determine whether each Shareholder Nominee (A) is independent under applicable law, applicable listing standards, any applicable rules or regulations of the Commission and any publicly disclosed standards used by the Board in determining and disclosing the independence of the Corporation's Directors (the "Applicable Independence Standards"), (B) has any direct or indirect relationship with the Corporation other than any relationship that the Corporation's Corporate Governance Principles deems to be categorically immaterial and (C) is or has been subject to any event specified in Item 401(f) of Regulation S-K or any order of the type specified in Rule 506(d) of Regulation D under the Securities Act. The Corporation may also require any Shareholder Nominee to furnish such other information that the Corporation reasonably believes could be material to a reasonable shareholder's understanding of (1) the independence, or lack thereof, of such Shareholder Nominee and (2) the qualifications or eligibility of such Shareholder Nominee to serve as a director of the Corporation. In the event that any information or communications provided by the Eligible Shareholder or Shareholder Nominee to the Corporation or its shareholders ceases to be true and correct in any respect, or omits a fact necessary to make the statements made, in light of the circumstances under which they are made, not misleading, each Eligible Shareholder or Shareholder Nominee, as the case may be, shall promptly notify the Secretary of any such inaccuracy or omission and of the information that is required to make such information true and correct. If the Board determines that the Shareholder Nominee is not independent under any of these standards, the Shareholder Nominee will not be eligible for inclusion in the Corporation's proxy materials.

(i) The Corporation shall not be required to include, pursuant to this Section 2.4, a Shareholder Nominee in its proxy materials (or, if the proxy statement has already been filed, to allow the nomination of a Shareholder Nominee, notwithstanding that proxies in respect of such vote may have been received by the Corporation) (i) for any annual meeting of shareholders for which the Secretary receives a notice that the Eligible Shareholder or any other shareholder has nominated a person for election to the Board pursuant to the requirements of Section 2.3 of these By-laws and does not expressly elect at the time of providing such notice to have its nominee included in the Corporation's proxy materials pursuant to this Section 2.4, (ii) if the Eligible Shareholder who has nominated such Shareholder Nominee has engaged in or is currently engaged in, or has been or is a "participant" in another person's "solicitation" (within the meanings of Item 4 of Schedule 14A under the Exchange Act and of Rule 14a-1(l) under the Exchange Act, respectively) in support of the election of any individual as a Director at the annual meeting of shareholders other than its Shareholder Nominee or a Board Nominee, (iii) if the Shareholder Nominee is or becomes a party to any compensatory, payment or other financial agreement, arrangement or understanding with any person or entity other than the Corporation, or is receiving or will receive any such compensation or other payment from any person or entity other than the Corporation, in each case in connection with service as a Director of the Corporation that has not been disclosed to the Corporation, (iv) who is not independent under the Applicable Independence Standards, as determined by the Board, (v) whose election as a member of the Board would cause the Corporation to be in violation of these By-laws, the Corporation's Articles of Incorporation, applicable New York Stock Exchange rules and regulations, or any applicable state or federal law, rule or regulation, (vi) who is or has been, within the past three years, a director or officer of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, (vii) whose then-current or within the preceding 10 years' business or personal interests place such Shareholder Nominee in a conflict of interest with the Corporation or any of its subsidiaries that would cause such Shareholder Nominee to violate any fiduciary duties of Directors established pursuant to the Indiana Business Corporation Law, including but not limited to, the duty of loyalty and duty of care, as determined by the Board; (viii) who is a named subject of a pending criminal proceeding (excluding minor traffic violations and other minor offenses) or has been convicted in such a criminal proceeding within the past ten years, (ix) who is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended, (x) if such Shareholder Nominee or the applicable Eligible Shareholder shall have provided information to the Corporation in respect to such nomination that was untrue in any material respect or omitted to state a material fact necessary in order to make the statement made, in light of the circumstances under which they were made, not misleading, as determined by the Board, or (xi) if the Eligible Shareholder or applicable Shareholder Nominee otherwise contravenes any of the agreements or representations made by such Eligible Shareholder or Shareholder Nominee or fails to comply with its obligations pursuant to Section 2.3 of these By-laws or this Section 2.4.

(j) Notwithstanding anything to the contrary set forth herein, the Board or the person presiding at the annual meeting of shareholders shall declare a nomination by an Eligible Shareholder to be invalid, and such nomination shall be disregarded notwithstanding that proxies in respect of such vote may have been received by the Corporation, if (i) the Shareholder Nominee and/or the applicable Eligible Shareholder shall have breached its or their obligations, agreements or representations under Section 2.3 of these By-laws or this Section 2.4, as determined by the Board or the person presiding at the annual meeting of shareholders, or (ii) the Eligible Shareholder (or a qualified representative thereof) does not appear at the annual meeting of shareholders to present any nomination pursuant to this Section 2.4.

(k) The Eligible Shareholder (including any person who owns shares that constitute part of the Eligible Shareholder's ownership for purposes of satisfying Section 2.4(d)) shall file with the Commission any solicitation or other communication with the Corporation's shareholders relating to the annual meeting of shareholders at which the Shareholder Nominee will be nominated, regardless of whether any such filing is required under the proxy rules of the Commission or whether any exemption from filing is available for such solicitation or other communication under the proxy rules of the Commission.

(l) With respect to any one particular annual meeting of shareholders, no person may be a member of more than one group of persons constituting an Eligible Shareholder under this Section 2.4.

(m) Any Shareholder Nominee who is included in the Corporation's proxy materials for a particular annual meeting of shareholders but withdraws from or becomes ineligible or unavailable for election at such annual meeting shall be ineligible to be a Shareholder Nominee pursuant to this Section 2.4 for the next two annual meetings of shareholders following the annual meeting for which the Shareholder Nominee has been nominated for election.

(n) Notwithstanding the foregoing, an Eligible Shareholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 2.4. Nothing in this Section 2.4 shall be deemed to affect any rights of the holders of any series of preferred stock of the Corporation pursuant to any applicable provision of the Articles of Incorporation.

(o) The Board (and any other person or body authorized by the Board) shall have the power and authority to interpret this Section 2.4 and to make any and all determinations necessary or advisable to apply this Section 2.4 to any persons, facts or circumstances, including the power to determine (i) whether a person or group of persons qualifies as an Eligible Shareholder, (ii) whether outstanding shares of the Corporation's common stock are "owned" for purposes of meeting the ownership requirements of this Section 2.4, (iii) whether a Notice of Proxy Access Nomination complies with the requirements of this Section 2.4, (iv) whether a person satisfies the qualifications and requirements to be a Shareholder Nominee, (v) whether inclusion of the Required Information in the Corporation's proxy statement is consistent with all applicable laws, rules, regulations and listing standards and (vi) whether any and all requirements of Sections 2.3 and 2.4 have been satisfied. Any such interpretation or determination adopted in good faith by the Board (or any other person or body authorized by the Board) shall be conclusive and binding on all persons.

#### *2.5. Vacancies on Board.*

(a) Any Director may resign from office at any time by delivering his or her written resignation to the Chairman or the Secretary. The resignation will take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Corporation. With the exception of a resignation submitted pursuant to Section 2.3(f) of these By-laws, which shall be governed by such section, the acceptance of a resignation shall not be necessary to make it effective unless expressly so provided in the resignation.

(b) Any vacancy resulting from the death, retirement, resignation, or removal of a Director and any newly created Directorship resulting from any increase in the authorized number of Directors may be filled by vote of a majority of the Directors then in office, though less than a quorum, and any Director so chosen shall hold office until the next annual election of Directors by the shareholders and until a successor is duly elected and qualified or until his or her earlier death, retirement, resignation or removal. If there are no Directors in office, then an election of Directors may be held in the manner provided by applicable law.

#### *2.6. Meetings of the Board.*

(a) The Board may hold its meetings, both regular and special, either within or outside the state of Indiana, at such places as from time to time may be determined by the Board or as may be designated in the respective notices or waivers of notice thereof.

(b) Regular meetings of the Board shall be held at such times and at such places as from time to time shall be determined by the Board.

(c) The first meeting of each newly elected Board shall be held as soon as practicable after the annual meeting of shareholders and shall be for the election of officers and the transaction of such other business as may come before it.

(d) Special meetings of the Board shall be held whenever called by direction of the Chairman or at the request of Directors constituting one-third of the number of Directors then in office.

(e) Members of the Board or any committee of the Board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

(f) The Secretary shall give notice to each Director of any meeting of the Board by mailing the same at least two days before the meeting or by providing notice by telephone or through electronic transmission not later than the day before the meeting. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting. Any and all business may be transacted at any meeting of the Board. No notice of any adjourned meeting need be given. No notice to or waiver by any Director shall be required with respect to any meeting at which the Director is present.

2.7. *Quorum and Action.* Except as otherwise expressly required by applicable law, the Articles of Incorporation or these By-laws, at any meeting of the Board, the presence of at least one-third of the entire Board shall constitute a quorum for the transaction of business; but if there shall be less than a quorum at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. Unless otherwise provided by applicable law, the Articles of Incorporation or these By-laws, the vote of a majority of the Directors present (and not abstaining) at any meeting at which a quorum is present shall be necessary for the approval and adoption of any resolution or the approval of any act of the Board.

2.8. *Presiding Officer and Secretary of Meeting.* The Chairman or, in the absence of the Chairman, a member of the Board selected by the members present, shall preside at meetings of the Board. The Secretary shall act as secretary of the meeting, but in the Secretary's absence the presiding officer may appoint a secretary of the meeting.

2.9. *Action by Consent without Meeting.* Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing and the writing or writings are filed with the minutes of their proceedings.

#### 2.10. *Standing Committees.*

(a) By resolution adopted by a majority of the entire Board, the Board may, from time to time, establish such standing committees (including, without limitation, an Audit Committee, a Compensation and Human Capital Committee (the "Compensation and Human Capital Committee") and a Nominating and Governance Committee) with such powers of the Board as it may consider appropriate, consistent with applicable law, the Articles of Incorporation and these By-laws and which are specified by resolution or by committee charter approved by a majority of the entire Board. By resolution adopted by a majority of the entire Board, the Board shall elect, from among its members, individuals to serve on such standing committees established pursuant to this Section 2.10.

(b) The Compensation and Human Capital Committee shall exercise the power of oversight of the compensation and benefits of the employees of the Corporation, and shall be charged with evaluating management performance, and establishing executive compensation. This Committee shall have access to its own independent outside compensation counsel and shall consist of a majority of independent directors. For purposes of this Section 2.10(b), "independent director" shall mean a Director who: (i) has not been employed by the Corporation in an executive capacity within the past five years; (ii) is not, and is not affiliated with a company or firm that is, an advisor or consultant to the Corporation; (iii) is not affiliated with a significant customer or supplier of the Corporation; (iv) has no personal services contract(s) with the Corporation; (v) is not affiliated with a tax-exempt entity that receives significant contributions from the Corporation; and (vi) is not a familial relative of any person described by clauses (i) through (v). This By-law shall not be amended or repealed except by a majority of the voting power of the shareholders present in person or by proxy and entitled to vote at any meeting at which a quorum is present.

2.11. *Other Committees.* By resolution passed by a majority of the entire Board, the Board may also appoint from among its members such other committees as it may from time to time deem desirable and may delegate to such committees such powers of the Board as it may consider appropriate, consistent with applicable law, the Articles of Incorporation and these By-laws. Except to the extent inconsistent with the resolutions creating a committee, Sections 2.4, 2.5, 2.7 and 10 of these By-laws, which govern meetings and telephone participation in meetings of the Board, quorum and voting requirements, action without meetings and notice and waiver of notice, respectively, shall apply to each committee (including any standing committee) and its members as well.

2.12. *Compensation of Directors.* Unless otherwise restricted by the Articles of Incorporation or these By-laws, Directors shall receive for their services on the Board or any committee thereof such compensation and benefits, including the granting of options, together with expenses, if any, as the Board may from time to time determine. The Directors may be paid a fixed sum for attendance at each meeting of the Board or committee thereof and/or a stated annual sum as a Director, together with expenses, if any, of attendance at each meeting of the Board or committee

thereof. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

2.13. *Mandatory Classified Board Structure.* The provisions of IC 23-1-33-6(c) shall not apply to the Corporation.

### 3. OFFICERS.

#### 3.1. *Officer; Titles, Elections, Terms.*

(a) The Board may from time to time elect a Chairman (who must be a Director), a Vice Chairman (who must be a Director), a Chief Executive Officer, a President, one or more Executive Vice Presidents, one or more Senior Vice Presidents, one or more Vice Presidents, a Chief Financial Officer, a General Counsel, a Chief Accounting Officer, a Controller, a Treasurer, a Secretary, one or more Deputy General Counsels, one or more Assistant Controllers, one or more Assistant Treasurers, and one or more Assistant Secretaries, to serve at the pleasure of the Board or otherwise as shall be specified by the Board at the time of such election and until their successors are elected and qualified or until their earlier death, retirement, resignation or removal. Any two or more offices may be held by the same person.

(b) The Board may elect or appoint at any time such other officers or agents with such duties as it may deem necessary or desirable. Such other officers or agents shall serve at the pleasure of the Board or otherwise as shall be specified by the Board at the time of such election or appointment and, in the case of such other officers, until their successors are elected and qualified or until their earlier death, retirement, resignation or removal. Each such officer or agent shall have such authority and shall perform such duties as may be provided herein or as the Board may prescribe. The Board may from time to time authorize any officer or agent to appoint and remove any other such officer or agent and to prescribe such person's authority and duties.

(c) No person may be elected or appointed an officer who is not a citizen of the United States of America if such election or appointment is prohibited by applicable law or regulation.

(d) Any vacancy in any office may be filled for the unexpired portion of the term by the Board. Each officer elected or appointed during the year shall hold office until the next annual meeting of the Board at which officers are regularly elected or appointed and until his or her successor is elected or appointed and qualified or until his or her earlier death, retirement, resignation or removal.

(e) Any officer or agent elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the entire Board.

(f) Any officer may resign from office at any time. Such resignation shall be made in writing and given to the President or the Secretary. Any such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Corporation. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

3.2. *General Powers of Officers.* Except as may be otherwise provided by applicable law or in Article 6 or Article 7 of these By-laws, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, any Executive Vice President, any Senior Vice President, any Vice President, the Chief Financial Officer, the General Counsel, the Chief Accounting Officer, the Controller, the Treasurer and the Secretary, or any of them, may (a) execute and deliver in the name of the Corporation, in the name of any division of the Corporation or in both names any agreement, contract, instrument, power of attorney or other document pertaining to the business or affairs of the Corporation or any division of the Corporation, including without limitation agreements or contracts with any government or governmental department, agency or instrumentality, and (b) delegate to any employee or agent the power to execute and deliver any such agreement, contract, instrument, power of attorney or other document.

3.3. *Powers and Duties of the Chairman.* The Chairman shall preside at meetings of the Board and the shareholders, if present, and shall perform such duties as assigned by these By-laws and by the Board. If at any time the Chairman is unable to discharge the powers and duties of the office, then until such time as the Board shall appoint a new Chairman, or determines that the Chairman is able to resume office, temporary authority to perform such duties and exercise such powers shall be granted to the Vice Chairman, if any, or, in the absence of such a person who is able to perform such duties, as designated by Board resolution.

3.4. *Powers and Duties of a Vice Chairman.* A Vice Chairman shall have such powers and perform such duties as the Board or the Chairman may from time to time prescribe or as may be prescribed in these By-laws.

3.5. *Powers and Duties of the Chief Executive Officer.* The Chief Executive Officer shall, subject to the control and direction of the Board, manage and direct the business and affairs of the Corporation, and shall report directly to the Board. Except in such instances as the Board may confer powers in particular transactions upon any other officer, and subject to the control and direction of the Board, the Chief Executive Officer shall manage and direct the business and affairs of the Corporation and shall communicate to the Board and any committee thereof reports, proposals and recommendations for their respective consideration or action. He or she shall see that all orders and resolutions of the Board are carried into effect and shall have authority to do and perform all acts on behalf of the Corporation.

3.6. *Powers and Duties of the President.* Unless the President is the Chief Executive Officer, the President shall have such powers and perform such duties as the Board or the Chief Executive Officer may from time to time prescribe or as may be prescribed in these By-laws.

3.7. *Powers and Duties of Executive Vice Presidents, Senior Vice Presidents and Vice Presidents.* Executive Vice Presidents, Senior Vice Presidents and Vice Presidents shall have such powers and perform such duties as the Board, the Chairman, the Chief Executive Officer or the President may from time to time prescribe or as may be prescribed in these By-laws.

3.8. *Powers and Duties of the Chief Financial Officer.* The Chief Financial Officer shall, under the direction of the Chief Executive Officer, be responsible for all financial and accounting matters and for the direction and supervision of the Chief Accounting Officer, Controller or the Vice President, Finance, and the Treasurer. The Chief Financial Officer shall also have such powers and perform such duties as the Board, the Chairman, any Vice Chairman or the Chief Executive Officer may from time to time prescribe or as may be prescribed in these By-laws.

3.9. *Powers and Duties of the Chief Accounting Officer, Controller and Assistant Controllers.*

(a) The Chief Accounting Officer, Controller or the Vice President, Finance, as determined by the Chief Financial Officer, shall be responsible for the maintenance of adequate accounting records of all assets, liabilities, capital and transactions of the Corporation. The Chief Accounting Officer, Controller, or the Vice President, Finance as determined by the Chief Financial Officer, shall prepare and render such balance sheets, income statements, budgets and other financial statements and reports as the Board, the Chairman, the Chief Executive Officer or the Chief Financial Officer may require, and shall perform such other duties as may be prescribed or assigned pursuant to these By-laws and all other acts incident to the position of the Chief Accounting Officer, Controller, or the Vice President, Finance.

(b) Each Assistant Controller shall perform such duties as from time to time may be assigned by the Controller or by the Board. In the event of the absence, incapacity or inability to act of the Controller, then any Assistant Controller may perform any of the duties and may exercise any of the powers of the Controller.

3.10. *Powers and Duties of the Treasurer and Assistant Treasurers.*

(a) The Treasurer shall have the care and custody of all the funds and securities of the Corporation except as may be otherwise ordered by the Board, and shall cause such funds (i) to be invested or reinvested from time to time for the benefit of the Corporation as may be designated by the Board, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer or (ii) to be deposited to the credit of the Corporation in such banks or depositories as may be designated by the Board, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer, and shall cause such securities to be placed in safekeeping in such manner as may be designated by the Board, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer.

(b) The Treasurer, any Assistant Treasurer or such other person or persons as may be designated for such purpose by the Board, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer may endorse in the name and on behalf of the Corporation all instruments for the payment of money, bills of lading, warehouse receipts, insurance policies and other commercial documents requiring such endorsement.

(c) The Treasurer, any Assistant Treasurer or such other person or persons as may be designated for such purpose by the Board, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer (i) may sign all receipts and vouchers for payments made to the Corporation, (ii) shall render a statement of the cash account of the Corporation to the Board as often as it shall require the same; and (iii) shall enter regularly in books to be kept for that purpose full and accurate account of all moneys received and paid on account of the Corporation and of all securities received and delivered by the Corporation.

(d) The Treasurer shall perform such other duties as may be prescribed or assigned pursuant to these By-laws and all other acts incident to the position of Treasurer. Each Assistant Treasurer shall perform such duties as may from time to time be assigned by the Treasurer or by the Board. In the event of the absence, incapacity or inability to act of the Treasurer, then any Assistant Treasurer may perform any of the duties and may exercise any of the powers of the Treasurer.

### 3.11. *Powers and Duties of the Secretary and Assistant Secretaries.*

(a) The Secretary shall keep the minutes of all proceedings of the shareholders, the Board and the committees of the Board. The Secretary shall attend to the giving and serving of all notices of the Corporation, in accordance with the provisions of these By-laws and as required by applicable law. The Secretary shall cause to be prepared and maintained (i) a stock ledger containing the names and addresses of all shareholders and the number of shares of each class and series held by each and (ii) the list of shareholders for each meeting of shareholders as required by Section 1.12 of these By-laws. The Secretary shall be responsible for the custody of all stock records. The Secretary shall be the custodian of the seal of the Corporation. The Secretary shall affix or cause to be affixed the seal of the Corporation to such contracts, instruments and other documents requiring the seal of the Corporation, and when so affixed may attest the same and shall perform such other duties as may be prescribed or assigned pursuant to these By-laws and all other acts incident to the position of Secretary.

(b) Each Assistant Secretary shall perform such duties as may from time to time be assigned by the Secretary or by the Board. In the event of the absence, incapacity or inability to act of the Secretary, then any Assistant Secretary may perform any of the duties and may exercise any of the powers of the Secretary.

## 4. INDEMNIFICATION.

4.1. *Right to Indemnification.* The Corporation, to the fullest extent permitted by applicable law as then in effect, shall indemnify any person who is or was a Director or officer of the Corporation and who is or was involved in any manner (including, without limitation, as a party or a witness) or is threatened to be made so involved in any threatened, pending or completed investigation, claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor) (a "Proceeding") by reason of the fact that such person is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise (including, without limitation, any employee benefit plan) (a "Covered Entity"), against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such Proceeding; provided, however, that the foregoing shall not apply to a Director or officer of the Corporation with respect to a Proceeding that was commenced by such Director or officer prior to a Change in Control (as defined in Section 4.5(e)(i) of this Article 4). Any Director or officer of the Corporation entitled to indemnification as provided in this Section 4.1 is hereinafter called an "Indemnitee." Any right of an Indemnitee to indemnification shall be a contract right and shall include the right to receive, prior to the conclusion of any Proceeding, payment of any expenses incurred by the Indemnitee in connection with such Proceeding, consistent with the provisions of applicable law as then in effect and the other provisions of this Article 4.

4.2. *Effect of Amendments.* Neither the amendment or repeal of, nor the adoption of a provision inconsistent with, any provision of this Article 4 (including, without limitation, this Section 4.2) shall adversely affect the rights of any Director or officer under this Article 4 (a) with respect to any Proceeding commenced or threatened prior to such amendment, repeal or adoption of an inconsistent provision or (b) after the occurrence of a Change in Control, with respect to any Proceeding arising out of any action or omission occurring prior to such amendment, repeal or adoption of an inconsistent provision, in either case without the written consent of such Director or officer.

4.3. *Insurance, Contracts and Funding.* The Corporation may purchase and maintain insurance to protect itself and any indemnified person against any expenses, judgments, fines and amounts paid in settlement as specified in Section 4.1 or Section 4.6 of this Article 4 or incurred by any indemnified person in connection with any Proceeding referred to in such Sections, to the fullest extent permitted by applicable law as then in effect. The Corporation may enter into contracts with any Director, officer, employee or agent of the Corporation or any director, officer, employee, fiduciary or agent of any Covered Entity in furtherance of the provisions of this Article 4 and may create a trust fund or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article 4.

4.4. *Indemnification; Not Exclusive Right.* The right of indemnification provided in this Article 4 shall not be exclusive of any other rights to which any indemnified person may otherwise be entitled, and the provisions of this Article 4 shall inure to the benefit of the heirs and legal representatives of any indemnified person under this Article

4 and shall be applicable to Proceedings commenced or continuing after the adoption of this Article 4, whether arising from acts or omissions occurring before or after such adoption.

*4.5. Advancement of Expenses; Procedures; Presumptions and Effect of Certain Proceedings; Remedies.* In furtherance, but not in limitation, of the foregoing provisions, the following procedures, presumptions and remedies shall apply with respect to the advancement of expenses and the right to indemnification under this Article 4:

(a) *Advancement of Expenses.* All reasonable expenses incurred by or on behalf of the Indemnitee in connection with any Proceeding shall be advanced to the Indemnitee by the Corporation within 20 days after the receipt by the Corporation of a statement or statements from the Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Any such statement or statements shall reasonably evidence the expenses incurred by the Indemnitee and shall include any written affirmation or undertaking required by applicable law in effect at the time of such advance.

(b) *Procedures for Determination of Entitlement to Indemnification.*

(i) To obtain indemnification under this Article 4, an Indemnitee shall submit to the Secretary a written request, including such documentation and information as is reasonably available to the Indemnitee and reasonably necessary to determine whether and to what extent the Indemnitee is entitled to indemnification (the "Supporting Documentation"). The determination of the Indemnitee's entitlement to indemnification shall be made not later than 60 days after receipt by the Corporation of the written request for indemnification together with the Supporting Documentation. The Secretary shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that the Indemnitee has requested indemnification.

(ii) The Indemnitee's entitlement to indemnification under this Article 4 shall be determined in one of the following ways: (A) by a majority vote of the Disinterested Directors (as defined in Section 4.5(e)), if they constitute a quorum of the Board; (B) by a written opinion of Independent Counsel (as defined in Section 4.5(e)) if (x) a Change in Control (as defined in Section 4.5(e)) shall have occurred and the Indemnitee so requests or (y) a quorum of the Board consisting of Disinterested Directors is not obtainable or, even if obtainable, a majority of such Disinterested Directors so directs; (C) by the shareholders of the Corporation (but only if a majority of the Disinterested Directors, if they constitute a quorum of the Board, presents the issue of entitlement to indemnification to the shareholders for their determination); or (D) as provided in Section 4.5(c) of this Article 4.

(iii) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 4.5(b)(ii), a majority of the Disinterested Directors shall select the Independent Counsel, but only an Independent Counsel to which the Indemnitee does not reasonably object; provided, however, that if a Change in Control shall have occurred, the Indemnitee shall select such Independent Counsel, but only an Independent Counsel to which a majority of the Disinterested Directors does not reasonably object.

(c) *Presumptions and Effect of Certain Proceedings.* Except as otherwise expressly provided in this Article 4, if a Change in Control shall have occurred, the Indemnitee shall be presumed to be entitled to indemnification under this Article 4 (with respect to actions or failures to act occurring prior to such Change in Control) upon submission of a request for indemnification together with the Supporting Documentation in accordance with Section 4.5(b) of this Article 4, and thereafter the Corporation shall have the burden of proof to overcome that presumption in reaching a contrary determination. In any event, if the person or persons empowered under Section 4.5(b) of this Article 4 to determine entitlement to indemnification shall not have been appointed or shall not have made a determination within 60 days after receipt by the Corporation of the request therefor together with the Supporting Documentation, the Indemnitee shall be deemed to be, and shall be, entitled to indemnification unless (A) the Indemnitee misrepresented or failed to disclose a material fact in making the request for indemnification or in the Supporting Documentation or (B) such indemnification is prohibited by law. The termination of any Proceeding described in Section 4.1 of this Article 4, or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, adversely affect the right of the Indemnitee to indemnification or create a presumption that the Indemnitee did not act in good faith and in a manner which the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal Proceeding, that the Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(d) *Remedies of Indemnitee.*

(i) In the event that a determination is made pursuant to Section 4.5(b) of this Article 4 that the Indemnitee is not entitled to indemnification under this Article 4, (A) the Indemnitee shall be entitled to seek an adjudication of his or her entitlement to such indemnification either, at the Indemnitee's sole option, in (x) an appropriate court of the state of Indiana or any other court of competent jurisdiction or (y) an arbitration to be conducted by a single arbitrator pursuant to the rules of the American Arbitration Association; (B) any such judicial proceeding or arbitration shall be de novo and the Indemnitee shall not be prejudiced by reason of such adverse determination; and (C) if a Change in Control shall have occurred, in any such judicial proceeding or arbitration the Corporation shall have the burden



of proving that the Indemnitee is not entitled to indemnification under this Article 4 (with respect to actions or failures to act occurring prior to such Change in Control).

(ii) If a determination shall have been made or deemed to have been made, pursuant to Section 4.5(b) or (c) of this Article 4, that the Indemnitee is entitled to indemnification, the Corporation shall be obligated to pay the amounts constituting such indemnification within five days after such determination has been made or deemed to have been made and shall be conclusively bound by such determination unless (A) the Indemnitee misrepresented or failed to disclose a material fact in making the request for indemnification or in the Supporting Documentation or (B) such indemnification is prohibited by law. In the event that (x) advancement of expenses is not timely made pursuant to Section 4.5(a) of this Article 4 or (y) payment of indemnification is not made within five days after a determination of entitlement to indemnification has been made or deemed to have been made pursuant to Section 4.5(b) or (c) of this Article 4, the Indemnitee shall be entitled to seek judicial enforcement of the Corporation's obligation to pay to the Indemnitee such advancement of expenses or indemnification. Notwithstanding the foregoing, the Corporation may bring an action, in an appropriate court in the state of Indiana or any other court of competent jurisdiction, contesting the right of the Indemnitee to receive indemnification hereunder due to the occurrence of an event described in subclause (A) or (B) of this clause (ii) (a "Disqualifying Event"); provided, however, that in any such action the Corporation shall have the burden of proving the occurrence of such Disqualifying Event.

(iii) The Corporation shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 4.5(d) that the procedures and presumptions of this Article 4 are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Corporation is bound by all the provisions of this Article 4.

(iv) In the event that the Indemnitee, pursuant to this Section 4.5(d), seeks a judicial adjudication of or an award in arbitration to enforce his or her rights under, or to recover damages for breach of, this Article 4, the Indemnitee shall be entitled to recover from the Corporation, and shall be indemnified by the Corporation against, any expenses actually and reasonably incurred by the Indemnitee if the Indemnitee prevails in such judicial adjudication or arbitration. If it shall be determined in such judicial adjudication or arbitration that the Indemnitee is entitled to receive part but not all of the indemnification or advancement of expenses sought, the expenses incurred by the Indemnitee in connection with such judicial adjudication or arbitration shall be prorated accordingly.

(e) *Definitions.* For purposes of this Article 4:

(i) "Change in Control" means a change in control of the Corporation of a nature that would be required to be reported in response to Item 6(e) (or any successor provision) of Schedule 14A of Regulation 14A (or any amendment or successor provision thereto) promulgated under the Exchange Act, whether or not the Corporation is then subject to such reporting requirement; provided that, without limitation, such a change in control shall be deemed to have occurred if (A) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation representing 20% or more of the voting power of all outstanding shares of stock of the Corporation entitled to vote generally in an election of Directors without the prior approval of at least two-thirds of the members of the Board in office immediately prior to such acquisition; (B) the Corporation is a party to any merger or consolidation in which the Corporation is not the continuing or surviving corporation or pursuant to which shares of the Corporation's common stock would be converted into cash, securities or other property, other than a merger of the Corporation in which the holders of the Corporation's common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, (C) there is a sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, the assets of the Corporation, or liquidation or dissolution of the Corporation; (D) the Corporation is a party to a merger, consolidation, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the Board in office immediately prior to such transaction or event constitute less than a majority of the Board thereafter; or (E) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board (including for this purpose any new Director whose election or nomination for election by the shareholders was approved by a vote of at least two-thirds of the Directors then still in office who were Directors at the beginning of such period) cease for any reason to constitute at least a majority of the Board.

(ii) "Disinterested Director" means a Director who is not or was not a party to the proceeding in respect of which indemnification is sought by the Indemnitee.

(iii) "Independent Counsel" means a law firm or a member of a law firm that neither presently is, nor in the past five years has been, retained to represent: (a) the Corporation or the Indemnitee in any matter material to either such party or (b) any other party to the Proceeding giving rise to a claim for indemnification under this Article 4. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under applicable standards of professional conduct, would have a conflict of interest in representing either the Corporation or the Indemnitee in an action to determine the Indemnitee's rights under this Article 4.

4.6. *Indemnification of Employees and Agents.* Notwithstanding any other provision of this Article 4, the Corporation, to the fullest extent permitted by applicable law as then in effect, may indemnify any person other than a Director or officer of the Corporation who is or was an employee or agent of the Corporation and who is or was involved in any manner (including, without limitation, as a party or a witness) or is threatened to be made so involved in any threatened, pending or completed Proceeding by reasons of the fact that such person is or was an employee or agent of the Corporation or, at the request of the Corporation, a director, officer, employee, fiduciary or agent of a Covered Entity against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such Proceeding. The Corporation may also advance expenses incurred by such employee, fiduciary or agent in connection with any such Proceeding, consistent with the provisions of applicable law as then in effect.

4.7. *Severability.* If any of this Article 4 shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article 4 (including, without limitation, all portions of any Section of this Article 4 containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article 4 (including, without limitation, all portions of any Section of this Article 4 containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

## 5. CAPITAL STOCK.

### 5.1. *Book-Entry Shares.*

(a) Shares of stock of each class of the Corporation may be issued in book-entry form only. Stock certificates previously issued which evidence outstanding shares will remain valid evidence of share ownership but may only be exchanged for shares in book-entry form. The statement evidencing ownership of such book-entry shares shall state the name of the Corporation and that it is organized under the laws of the State of Indiana, the name of the person to whom the shares were issued, and the number and class of shares and the designation of the series, if any, the book-entry statement represents, and shall state conspicuously on its front or back that the Corporation will furnish the shareholder, upon his written request and without charge, a summary of the designations, relative rights, preferences, and limitations applicable to each class and the variations in rights, preferences, and limitations determined for each series (and the authority of the Board to determine variations for future series).

5.2. *Record Ownership.* A record of the name of the person, firm or corporation and address of each holder of stock, the number of shares of each class and series represented thereby and the date of issue thereof shall be made on the Corporation's books. The Corporation shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any person, whether or not it shall have express or other notice thereof, except as required by applicable law.

5.3. *Transfer of Record Ownership.* Transfers of stock shall be made on the books of the Corporation only by direction of the person named in the certificate or book-entry records or such person's attorney, lawfully constituted in writing, and only upon the surrender of the certificate, if any, therefor and a written assignment of the shares being transferred. Whenever any transfer of stock shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates, if any, are presented to the Corporation for transfer, both the transferor and transferee request the Corporation to do so.

5.4. *Lost, Stolen or Destroyed Certificates.* New book-entry shares representing shares of the stock of the Corporation shall be issued in place of any certificate alleged to have been lost, stolen or destroyed in such manner and on such terms and conditions as the Board from time to time may authorize in accordance with applicable law.

5.5. *Transfer Agent; Registrar.* The Corporation shall maintain one or more transfer offices or agencies where stock of the Corporation shall be transferable. The Corporation shall also maintain one or more registry offices where such stock shall be registered. The Board may make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of the shares of stock and related book-entry statements in accordance with applicable law.

5.6. *Fixing Record Date for Determination of Shareholders of Record.*

(a) The Board may fix, in advance, a date as the record date for the purpose of determining the shareholders entitled to notice of, or to vote at, any meeting of shareholders or any adjournment thereof, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 60 days nor less than 10 days before the date of a meeting of shareholders. If no record date is fixed by the Board, the record date for determining the shareholders entitled to notice of or to vote at a shareholders' meeting shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting and shall fix a new record date if such adjourned meeting is more than 120 days after the date of the original meeting.

(b) The Board may fix, in advance, a date as the record date for the purpose of determining the shareholders entitled to receive payment of any dividend or other distribution or the allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or in order to make a determination of the shareholders for the purpose of any other lawful action, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 60 calendar days prior to such action. If no record date is fixed by the Board, the record date for determining the shareholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

## 6. SECURITIES HELD BY THE CORPORATION.

6.1. *Voting.* Unless the Board shall otherwise order, the Chairman, any Vice Chairman, the Chief Executive Officer, the President, any Executive Vice President, any Senior Vice President, any Vice President, the Chief Financial Officer, the Chief Accounting Officer, the Controller, the Treasurer or the Secretary shall have full power and authority, on behalf of the Corporation, (a) to attend, act and vote at any meeting of shareholders of any corporation in which the Corporation may hold stock and at such meeting to exercise any or all rights and powers incident to the ownership of such stock, and to execute on behalf of the Corporation a proxy or proxies empowering another or others to act as aforesaid, and (b) to delegate to any employee or agent such power and authority.

6.2. *General Authorization to Transfer Securities Held by the Corporation.*

(a) Any of the following officers, to wit: the Chairman, any Vice Chairman, the Chief Executive Officer, the President, any Executive Vice President, any Senior Vice President, any Vice President, the Chief Financial Officer, the Chief Accounting Officer, the Controller, the Treasurer, any Assistant Controller, any Assistant Treasurer, and each of them, hereby is authorized and empowered (i) to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidences of indebtedness, or other securities now or hereafter standing in the name of or owned by the Corporation and to make, execute and deliver any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred, and (ii) to delegate to any employee or agent such power and authority.

(b) Whenever there shall be annexed to any instrument of assignment and transfer executed pursuant to and in accordance with the foregoing Section 6.2(a), a certificate of the Secretary or any Assistant Secretary in office at the date of such certificate setting forth the provisions hereof, stating that they are in full force and effect, setting forth the names of persons who are then officers of the corporation, and certifying as to the employees or agents, if any, to whom any such power and authority have been delegated, all persons to whom such instrument and annexed certificate shall thereafter come shall be entitled, without further inquiry or investigation and regardless of the date of such certificate, to assume and to act in reliance upon the assumption that (i) the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by the Corporation, and (ii) with respect to such securities, the authority of these provisions of these By-laws and of such officers, employees and agents is still in full force and effect.

## 7. DEPOSITARIES AND SIGNATORIES.

7.1. *Depositaries.* The Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer, and the Treasurer are each authorized to designate depositaries for the funds of the Corporation deposited in its name or that of a division of the Corporation, or both, and the signatories with respect thereto in each case, and from time to time, to change such depositaries and signatories, with the same force and effect as if each such depositary and the signatories with respect thereto and changes therein had been specifically designated or authorized by the Board; and each depositary designated by the Board or by the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer, or the Treasurer shall be entitled to rely upon the certificate of the Secretary or any Assistant Secretary of the Corporation or of a division of the Corporation setting forth the fact of such designation and of the appointment of the officers of the Corporation or of the division or of

both or of other persons who are to be signatories with respect to the withdrawal of funds deposited with such depository, or from time to time the fact of any change in any depository or in the signatories with respect thereto.

7.2. *Signatories.* Unless otherwise designated by the Board or by the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer, each of whom is authorized to execute any of such items individually, all notes, drafts, checks, acceptances, orders for the payment of money and all other negotiable instruments obligating the Corporation for the payment of money, including any form of guaranty by the Corporation with respect to any such item entered into by any direct or indirect subsidiary of the Corporation, shall be (a) signed by any Assistant Treasurer and (b) countersigned by the Chief Accounting Officer, Controller or any Assistant Controller, or (c) either signed or countersigned by any Executive Vice President, any Senior Vice President or any Vice President in lieu of either the officers designated in clause (a) or the officers designated in clause (b) of this Section 7.2.

#### **8. SEAL.**

The seal of the Corporation shall be in such form and shall have such content as the Board shall from time to time determine.

#### **9. FISCAL YEAR.**

The fiscal year of the Corporation shall end on December 31 in each year, or on such other date as the Board shall determine.

#### **10. WAIVER OF OR DISPENSING WITH NOTICE.**

10.1. Whenever any notice of the time, place or purpose of any meeting of shareholders is required to be given by applicable law, the Articles of Incorporation or these By-laws, a written waiver of notice, signed by a shareholder entitled to notice of a shareholders' meeting, whether by pdf, facsimile, telegraph, cable or other form of recorded communication, whether signed before or after the time set for a given meeting, shall be deemed equivalent to notice of such meeting. The waiver must be included in the minutes or filed with the corporate records. Attendance of a shareholder in person (including by remote communication, if applicable) or by proxy at a shareholders' meeting shall constitute a waiver of notice to such shareholder of such meeting, except when (a) the shareholder attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened, or (b) the shareholder objects to consideration of a particular matter at the meeting at the time such matter is presented because it is not within the purpose or purposes described in the meeting notice.

10.2. Whenever any notice of the time or place of any meeting of the Board or committee of the Board is required to be given by applicable law, the Articles of Incorporation or these By-laws, a written waiver of notice signed by a Director, whether by pdf, facsimile, telegraph, cable or other form of recorded communication, whether signed before or after the time set for a given meeting, shall be deemed equivalent to notice of such meeting. Unless the Director is deemed to have waived notice by attending the meeting, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at a meeting shall constitute a waiver of notice to such Director of such meeting, unless the Director at the beginning of the meeting (or promptly upon the Director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

10.3. No notice need be given to any person with whom communication is made unlawful by any law of the United States or any rule, regulation, proclamation or executive order issued under any such law.

#### **11. AMENDMENT OF BY-LAWS.**

Except as otherwise provided in Section 2.10(b) of these By-laws, these By-laws, or any of them, may from time to time be supplemented, amended or repealed, or new By-laws may be adopted, by the Board at any regular or special meeting of the Board, if such supplement, amendment, repeal or adoption is approved by a majority of the entire Board. These By-laws, or any of them, may from time to time be supplemented, amended or repealed, or new By-laws may be adopted, by the shareholders at any regular or special meeting of shareholders at which a quorum is present, if such supplement, amendment, repeal or adoption is approved by the affirmative vote of the holders of at least a majority of the voting power of all outstanding shares of stock of the Corporation entitled to vote generally in an election of directors.

**12. OFFICES AND AGENT.**

12.1. *Registered Office and Agent.* The registered office of the Corporation in the State of Indiana shall be 150 West Market Street, Suite 800, Indianapolis, Indiana 46204. The name of the registered agent is C T Corporation System. Such registered agent has a business office identical with such registered office.

12.2. *Other Offices.* The Corporation may also have offices at other places, either within or outside the State of Indiana, as the Board may from time to time determine or as the business of the Corporation may require.

**ITT INC. 2011 OMNIBUS INCENTIVE PLAN  
PERFORMANCE UNIT AWARD AGREEMENT**

THIS AGREEMENT (the “Agreement”), effective as of the day of **2023**, by and between ITT Inc. (the “Company”) and \_\_\_\_\_ (the “Participant”),

WITNESSETH:

WHEREAS, the Participant is now employed by the Company or an Affiliate (as defined in the Company’s 2011 Omnibus Incentive Plan (the “Plan”)) as an employee, and in recognition of the Participant’s valued services, the Company, through the Compensation and Human Capital Committee of its Board of Directors (the “Committee”), desires to provide an inducement to remain in service of the Company and an incentive for increased efforts during such service pursuant to the provisions of the Plan.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and the provisions of the Plan, which is incorporated herein as part of this Agreement and which provides definitions for capitalized terms not otherwise defined herein, and any administrative rules and regulations related to the Plan as may be adopted by the Committee, the parties hereto hereby agree as follows:

1. **Grant of Award and Performance Period.** In accordance with, and subject to, the terms and conditions of the Plan and this Agreement, the Company hereby grants to the Participant this performance unit award (the “Award”). A performance unit corresponds to the right to receive one Share, subject to the terms of the Award. The target number of performance units subject to this Award is \_\_\_\_\_ (the “Target Units”). The actual number of performance units that will be settled under this Award will depend upon the achievement of the performance goals described in Section 2 of this Agreement during the Performance Period, which for this Award commences **January 1, 2023** and ends **December 31, 2025**.
2. **Terms and Conditions.** It is understood and agreed that this Award is subject to the following terms and conditions:
  - (a) **Determination of Performance Unit Award Payout.** The “Performance Unit Award Payout” shall be the sum of the TSR Unit Payout and the ROIC Unit Payout, each as described below.
    - (i) *TSR Unit Payout.* 50% of the Target Units shall be “TSR Target Units.” The performance units calculated with respect to the TSR Target Units shall be determined in accordance with the following formula:

$$\text{TSR Unit Payout} = \text{TSR Payout Factor} \times \text{TSR Target Units}$$

The “TSR Payout Factor” is based on the Company’s Total Shareholder Return (defined and measured as described below, the “TSR”) for the Performance Period relative to the TSR for each company (x) in the S&P 400 Capital Goods Index and (y) listed on Appendix A ((x) and (y)

collectively, the “Peer Group”), determined in accordance with the following table:

<b>If Company’s TSR rank against the Peer Group is</b>	<b>TSR Payout Factor (% of TSR Target Units)</b>
less than the 35 <sup>th</sup> percentile	0%
at the 35 <sup>th</sup> percentile	50%
at the 50 <sup>th</sup> percentile	100%
at the 80 <sup>th</sup> percentile or more	200%
The TSR Payout Factor is interpolated for actual results between the 35 <sup>th</sup> percentile and the 80 <sup>th</sup> percentile shown above.	

“Total Shareholder Return” is the percentage change in value of a shareholder’s investment in the Company’s common stock from the beginning to the end of the Performance Period, assuming reinvestment of dividends and any other shareholder payouts during the Performance Period. For purposes of this Agreement, the stock price at the beginning of the Performance Period will be the average closing stock price over the trading days in the month immediately preceding the start of the Performance Period, and the stock price at the end of the Performance Period will be the average closing stock price over the trading days in the last month of the Performance Period.

- (ii) *ROIC Unit Payout.* 50% of the Target Units shall be “ROIC Target Units.” The performance units calculated with respect to the ROIC Target Units shall be determined in accordance with the following formula:

$$\text{ROIC Unit Payout} = \text{ROIC Payout Factor} \times \text{ROIC Target Units}$$

The “ROIC Payout Factor” is based on the Company’s Return on Invested Capital (defined and measured as described below, the “ROIC”).

ROIC will be calculated following each year of the Performance Period and the annual results will be averaged to yield the final “Average ROIC”. ROIC will be calculated as a percentage calculated by dividing (A) income from continuing operations attributable to the Company, after income taxes, adjusted to exclude the impact from special items, interest expense, and amortization expense from intangible assets by (B) average total assets of continuing operations, less asbestos-related assets (including deferred tax assets on asbestos-related matters) and non-interest bearing current liabilities (excluding asbestos-related current liabilities) for the five preceding quarterly periods. Special items represent significant charges or credits that impact results, but may not be related to the Company’s ongoing operations and performance, as disclosed in the Company’s filings with the Securities and Exchange Commission.

The “ROIC Payout Factor” is determined in accordance with the following table:

Average ROIC Targets	ROIC Payout Factor (% of ROIC Target Units)
	200%
	100%
	50%
Less than	0%
The ROIC Payout Factor has a maximum of 200%. Actual results will be interpolated between the points shown above.	

The Average ROIC Targets set forth in the table above will be automatically adjusted annually during the Performance Period for material acquisitions or divestitures, or other one-time events, such as the 2020 pension termination, or material changes in laws, regulations or accounting principles. Such adjustment will reflect the impacts of such acquisition, divestiture or other event in accordance with the acquisition projections or applicable strategic or operating plan.

- (b) **Form and Timing of Payment of Award.** Payment with respect to an earned Award shall be made (i) as soon as practicable (but not later than March 15<sup>th</sup>) in the calendar year following the close of the Performance Period, and (ii) in Shares in an amount equal to the Performance Unit Award Payout, as determined under this Section 2, in each case subject to subsections 2(d) and 2(e).
- (c) **Effect of Termination of Employment.** Except as otherwise provided below (each provision of which is subject to the Committee's discretion), if the Participant's employment with the Company or an Affiliate of the Company is terminated for any reason prior to the end of the Performance Period, any Award subject to this Agreement shall be immediately forfeited.
- (i) Termination due to Death or Disability. If the Participant's termination of employment is due to death or Disability (as defined below), the Award shall vest and will be payable at the time and in the form as provided in subsection 2(b) above and shall be based on the performance criteria set forth in subsection 2(a) above as measured for the entire Performance Period.
- (ii) Termination due to Early Retirement. If the Participant's termination of employment is due to Early Retirement (as defined below), then a prorated portion of the Award shall vest in accordance with the provisions of this subsection and will be payable at the time and in the form as provided in subsection 2(b) above. The prorated portion of the Award that vests due to termination of the Participant's employment due to Early Retirement shall be determined by multiplying (i) the Performance Unit Award Payout determined pursuant to subsection 2(a) above for the entire Performance Period, by (ii) a fraction, the numerator of which is the number of full months the Participant has been continually employed since the beginning of the Performance Period and the denominator of which is 36. For this



purpose, full months of employment shall be based on monthly anniversaries of the commencement of the Performance Period.

- (iii) Termination by the Company for Other than Cause. If the Participant's employment is terminated by the Company (or an Affiliate of the Company, as the case may be) for other than Cause, a prorated portion of the Award shall vest in accordance with the provisions of this subsection and will be payable at the time and in the form as provided in subsection 2(b) above. The prorated portion of the Award that vests due to termination of the Participant's employment by the Company for other than cause shall be determined by multiplying (i) the Performance Unit Award Payout determined pursuant to subsection 2(a) above for the entire Performance Period, by (ii) a fraction, the numerator of which is the number of full months the Participant has been continually employed since the beginning of the Performance Period and the denominator of which is 36. For this purpose, full months of employment shall be based on monthly anniversaries of the commencement of the Performance Period. The term "Cause" shall mean "cause" as defined in any employment agreement then in effect between the Participant and the Company, or if not defined therein, or if there is no such agreement, the Participant's (a) embezzlement, misappropriation of corporate funds, or other material acts of dishonesty; (b) commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor; (c) engagement in any activity that the Participant knows or should know could harm the business or reputation of the Company or an affiliate; (d) material failure to adhere to the Company's or its subsidiaries' or affiliates' corporate codes, policies or procedures as in effect from time to time; (e) willful failure to perform the Participant's assigned duties, repeated absenteeism or tardiness, insubordination, or the refusal or failure to comply with the directions or instructions of the Participant's supervisor, as determined by the Company or an affiliate; (f) violation of any statutory, contractual, or common law duty or obligation to the Company or an affiliate, including, without limitation, the duty of loyalty; (g) the Participant's violation of any of the applicable provisions of subsection 2(i) of this Agreement; or (h) breach of any restrictive covenant, including confidentiality or non-competition covenants, entered into between the Participant and the Company or an affiliate. The determination of the existence of Cause shall be made by the Company in good faith, and such determination shall be conclusive for purposes of this Agreement.

- (iv) Termination Due to Normal Retirement.
- (1) After First 12 Months. If the Participant's separation from service is due to Normal Retirement (as defined below), and the separation from service occurs at least twelve (12) months after the first day of the Performance Period, the Award shall vest and will be payable in the amount determined pursuant to subsection 2(a) at the time and in the form as provided in subsection 2(b) above.
  - (2) Within First 12 Months. If the Participant's separation from service is due to Normal Retirement, and the separation from service occurs within the first twelve (12) months of the Performance Period, then a prorated portion of the Award shall vest in accordance with the provisions of this subsection and will be payable at the time and in the form as provided in subsection 2(b) above. The prorated portion of the Award that vests in accordance with the previous sentence shall be determined by multiplying (i) the Performance Unit Award Payout determined pursuant to subsection 2(a) above for the entire Performance Period, by (ii) a fraction, the numerator of which is the number of full months the Participant has been continually employed since the beginning of the Performance Period and the denominator of which is 12. For this purpose, full months of employment shall be based on monthly anniversaries of the commencement of the Performance Period.
- (v) Early and Normal Retirement. For purposes of this Agreement, the term "Early Retirement" shall mean any termination of the Participant's employment (other than a Normal Retirement) after the date the Participant attains age 55 and completes 10 or more years of Effective Service (as such term is defined in the ITT Retirement Savings Plan for Salaried Employees). The term "Normal Retirement" shall mean any termination of the Participant's employment after (A) the date the Participant attains age 62 and completes 10 or more years of Effective Service (as such term is defined in the ITT Retirement Savings Plan for Salaried Employees) or, if earlier, (B) the date the Participant attains age 65.
- (vi) Disability. For purposes of this Agreement, the term "Disability" shall mean the complete and permanent inability of the Participant to perform all of his or her duties under the terms of his or her employment, as determined by the Company upon the basis of such evidence, including independent medical reports and data, as the Company deems appropriate or necessary.
- (d) **Acceleration Event - Involuntary Termination of Employment Without Cause or Termination With Good Reason.**

- (i) Vesting. Notwithstanding anything in the Plan to the contrary other than subsection 2(e)(i) (but subject to the Committee's discretion), if, during the Performance Period, the Participant's employment is terminated on or within two (2) years after an Acceleration Event (A) by the Company (or an Affiliate, as the case may be) for other than Cause, as defined herein, and not because of the Participant's Early or Normal Retirement, Disability, or death, or (B) by the Participant because of Good Reason, then the Award shall become fully vested and valued as provided below in this subsection 2(d) and shall be paid at the time specified in subsection 2(b).
- (ii) Payment Amount. Notwithstanding any provisions of this Agreement to the contrary, the value of the Performance Unit Award Payout payable under this subsection 2(d) shall be equal to the greater of (A) the "most recent share price" multiplied by the sum of (I) 50% of the Target Units multiplied by the TSR Payout Factor for the "most recent performance period" and (II) 50% of the Target Units multiplied by the ROIC Payout Factor for the "most recent performance period" or (B) the "most recent share price" multiplied by the Target Units. For this purpose, "most recent share price" means the market price of a Share on the date of the Acceleration Event, and "most recent performance period" means the performance period with respect to a similar performance-based award of the Company that most recently ended before the termination of employment.
- (iii) Good Reason. For this purpose, the term "Good Reason" shall mean (A) without the Participant's express written consent and excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company or its affiliates within 30 days after receipt of notice thereof given by the Participant, (I) a reduction in the Participant's annual base compensation (whether or not deferred), (II) the assignment to the Participant of any duties inconsistent in any material respect with the Participant's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or (III) any other action by the Company or its affiliates that results in a material diminution in such position, authority, duties or responsibilities; or (B) without the Participant's express written consent, the Company's requiring the Participant's primary work location to be other than within twenty-five (25) miles of the location where the Participant was principally working immediately prior to the Acceleration Event; provided, that "Good Reason" shall cease to exist for an event on the 90th day following the later of its occurrence or the Participant's knowledge thereof, unless the Participant has given the Company notice thereof prior to such date.

(e) **Other Payments After an Acceleration Event.**

- (i) **Going Private Transaction.** If an Acceleration Event occurs that constitutes a change in control under Section 409A of the Code and any related regulations or other effective guidance promulgated thereunder (“Section 409A”) and, immediately following the Acceleration Event the common stock of the Company (or, if applicable, its successor) is not publicly traded, the Award shall immediately become 100% vested as of the date of the Acceleration Event and be settled in cash on such date in the amount described in clause (iii) below.
- (ii) **Other Acceleration Event.** If clause (i) above does not apply and a Performance Period ends after the occurrence of an Acceleration Event, then, notwithstanding any provisions of this Agreement to the contrary (except as provided in subsection 2(d), and subject to the Committee’s discretion), the Award shall be settled at the time provided in subsection 2(b) in the amount determined under clause (iii) below.
- (iii) **Amount.** In the event of a payment under clause (i) or clause (ii), above, the value of the Performance Unit Award Payout payable at a time otherwise provided herein shall be equal to the greater of (A) the “most recent share price” multiplied by the sum of (I) 50% of the Target Units multiplied by the TSR Payout Factor for the “most recent performance period” and (II) 50% of the Target Units multiplied by the ROIC Payout Factor for the “most recent performance period” or (B) the “most recent share price” multiplied by the Target Units. For this purpose, “most recent share price” means the market price of a Share on the date of the Acceleration Event, and “most recent performance period” means the performance period with respect to a similar performance-based award of the Company that most recently ended before the Acceleration Event.
- (f) **Tax Withholding.** Payments with respect to Awards under the Plan shall be subject to applicable tax withholding obligations as described in Article 15 of the Plan, or, if the Plan is amended, successor provisions.
- (g) **No Shareholder Rights.** The Participant shall not be entitled to any rights or privileges of ownership of Shares with respect to this Award unless and until a Share is actually delivered to the Participant in settlement of this Award pursuant to this Agreement.
- (h) **Participant Bound by Plan and Rules; Clawback Policy.** The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement and agrees to be bound by the terms and provisions thereof. The Participant agrees to be bound by any rules and regulations for administering the Plan as may be adopted by the Committee prior to the settlement of the Award subject to this Agreement. The Committee shall be authorized to make all necessary interpretations concerning the provisions of this Agreement and the proper application of those provisions to particular fact patterns, including but not limited to the basis for the

Participant's termination of employment, and any such interpretation shall be final. To the extent permitted by applicable law, any Award granted pursuant to this Agreement (including any proceeds, gains or other economic benefit Participant actually or constructively receives upon distribution of any Award or the receipt or resale of any Shares underlying an Award) is and will remain subject to any policy governing the recoupment or recovery of erroneously awarded executive compensation (i.e., a clawback policy) the Company has adopted or adopts at any point in the future, as such policy may be amended from time to time, including any clawback policy adopted to comply with applicable laws and/or listing standards (including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder). In addition to any other remedies available under such policy and applicable law, the Company may require the cancellation of Participant's Award (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's Award.

- (i) **Non-Competition, Non-Solicitation and Non-Disparagement.** In consideration of the Company entering into this Agreement with the Participant, the Participant agrees as follows:
- (i) During Participant's employment with the Company (which, for purposes of this subsection 2(i) includes its subsidiaries), Participant will not, directly or Indirectly, engage or attempt to engage in any activity that conflicts with Participant's employment obligations to the Company or violates ITT's Code of Conduct. Activities and commitments as used herein do not include passive investments in stocks or other financial instruments. "Indirectly" means Participant will not assist others in performing those activities Participant is prohibited from engaging in directly pursuant to the terms of this Agreement.
- (ii) During Participant's employment and for a period of twelve (12) months following Participant's Last Day, Participant agrees that Participant will not within the Restricted Area, directly or Indirectly, except with the Company's prior written approval from an authorized officer, either as an employee, employer, consultant, agent, principal, partner, stockholder, member, corporate officer, director or in any other individual or representative capacity, engage or attempt to engage in a Competitive Activity. "Competitive Activity" shall mean performing the same or similar services Participant performed on behalf of the Company for, or have an ownership interest in, a Competitor. "Competitor" shall mean any person, firm, or corporation engaged in, or about to be engaged in, the same or a substantially similar business as the Company within the Restricted Area. As used in this Agreement: "Restricted Area" means the territory (i.e. the assigned territory or, in the absence of an assigned territory, the narrower of the (i) state(s), (ii) county(ies), or (iii) city(ies) Participant provided Material services), during the twelve (12) months prior to the Last Day, Participant: (a) provided Material services on behalf of the Company (or in which Participant supervised, directly or Indirectly,

the servicing activities), or (b) if Participant had national responsibilities for the Company, any location where Participant performed Material responsibilities and where performing those responsibilities for a Competitor will provide an unfair advantage to that Competitor, including because of Participant's access to and use of confidential information; "Material" means Participant's primary job duties and responsibilities for the Company; "Last Day" means Participant's last day of employment with the Company regardless of the reason for Participant's separation, including voluntary and involuntary; and "Indirectly" means Participant will not assist others in performing those activities Participant is prohibited from engaging in directly pursuant to the terms of this Agreement.

- (iii) During Participant's employment and for a period of twelve (12) months following Participant's Last Day, the Participant shall not, directly or Indirectly: (a) solicit or attempt to solicit any Customer; or (b) induce or encourage any Customer to terminate a relationship with the Company or otherwise to cease accepting services or products from the Company, including a reduction in such services or products. As used in this Agreement: "Customer" means any person(s) or entity(ies) whom, within twelve (12) months prior to the Last Day, Participant, directly or Indirectly (e.g., through employees whom Participant supervised): (a) provided products or services in connection with the Company's business; or (b) provided written proposals concerning receiving products or services from the Company.
  
- (iv) During Participant's employment and for a period of twelve (12) months following Participant's Last Day, Participant shall not, directly or Indirectly: (a) solicit, recruit, encourage (or attempt to solicit, recruit or encourage), or by assisting others in soliciting, recruiting or encouraging, any Company employees with whom Participant worked, had business contact, or about whom Participant gained non-public or confidential information ("Protected Employees"); (b) contact or communicate with Protected Employees for the purpose of inducing, assisting, encouraging and/or facilitating them to terminate their employment with the Company or find employment or work with another person or entity; (c) provide or pass along to any person or entity the name, contact and/or background information about any Protected Employees or provide references or any other information about them; (d) provide or pass along to Protected Employees any information regarding potential jobs or entities or persons for which to work, including but not limited to job openings, job postings, or the names or contact information of individuals or companies hiring people or accepting job applications; and/or (e) offer employment or work to any Protected Employees.

- (v) Participant agrees not to make or publish any disparaging or defamatory statements about the Company, or any of the Company's current, former or future managers or representatives.
- (vi) Participant agrees that damages in the event of a breach by Participant of Participant's obligations in this Agreement, including in this subsection 2(j), would be difficult if not impossible to ascertain, and that any such breach will result in irreparable and continuing damage to the Company. Therefore, Participant agrees that the Company, in addition to and without limiting any other remedy or right it may have, shall have the right to an immediate injunction or other equitable relief (without posting bond or other form of security) in the Chosen Courts (as defined below) enjoining any such threatened or actual breach. The existence of this right shall not preclude the Company from also pursuing any other rights and remedies at law or in equity that it may have.
- (vii) If the Participant violates the terms of this subsection 2(i), then, in addition to any other remedy the Company might have, no amount shall be due to the Participant under this Agreement and the Participant shall be required to repay to the Company all amounts and Shares paid under this Agreement (or proceeds from Shares, if applicable).
- (viii) Notice to Attorneys. For a Participant who is an attorney, the provisions in subsection 2(i)(ii) will apply only to prohibit Participant's employment for twelve (12) months in any position in the Restricted Area that involves non-legal responsibilities similar to those performed for the Company. This restriction and the other restrictions in subsection 2(i) are not intended to bar Participant from performing solely legal functions for any entity or client, provided that work does not involve or risk the disclosure of the Company's attorney-client privileged information or other confidential information, as defined in the Participant's respective confidentiality agreement with the Company.
- (ix) The non-competition obligations in this section shall not apply to Participant if Participant is covered under applicable state or local law prohibiting non-competes, including on the basis of Participant's income at the time of enforcement
- (j) **Governing Law.** This Agreement is issued in Stamford, Connecticut, and shall be governed and construed in accordance with the laws of the State of Connecticut, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
- (k) **Jurisdiction.** Participant hereby consents to the personal jurisdiction of and venue in the state and federal courts in the state of Connecticut (collectively, the "Chosen Courts"), and agrees that such Chosen Courts shall have exclusive jurisdiction to hear and determine or settle any dispute that may arise out of or in

connection with this Agreement, and that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chosen Courts.

- (l) **Attorneys' Fees.** If any action or proceeding is commenced to construe or enforce this Agreement or the rights and duties of the parties hereunder, then the party prevailing in that action will be entitled to recover its reasonable attorneys' fees and costs related to such action or proceeding.
- (m) **Severability.** Any term or provision of this Agreement that is determined to be invalid or unenforceable by any court of competent jurisdiction in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction and such invalid or unenforceable provision shall be modified by such court so that it is enforceable to the extent permitted by applicable law.
- (n) **Tolling.** The Company reserves the right to request, and Participant will not object, that a court of competent jurisdiction extend the restricted period for any period of time that Participant is in breach of this Agreement as a form of equitable relief so that the Company receives the full benefit of Participant's promises in the restrictive covenants.
- (o) **Section 409A Compliance.** To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Section 409A, and the Plan and this Agreement shall be interpreted accordingly.
  - (i) If it is determined that all or a portion of the Award constitutes deferred compensation for purposes of Section 409A, and if the Participant is a "specified employee," as defined in Section 409A(a)(2)(B)(i) of the Code, at the time of the Participant's separation from service, then, to the extent required under Section 409A, any portion of this Award that would otherwise be distributed upon the Participant's termination of employment, shall instead be distributed on the earlier of (x) the first business day of the seventh month following the date of the Participant's termination of employment or (y) the Participant's death.
  - (ii) It is intended that this Agreement shall comply with the provisions of Section 409A, or an exception to Section 409A, to the extent applicable, so as not to subject the Participant to the payment of interest and taxes under Section 409A. Further, any reference to termination of employment, Early Retirement, Normal Retirement, separation from service, or similar terms under this Agreement shall be interpreted in a manner consistent with the definition of "separation from service" under Section 409A.
- (p) **Successors.** All obligations of the Company under this Agreement shall be binding on any successor to the Company, and the term "Company" shall include any successor.



- (q) **Entire Agreement, Amendments.** Participant agrees that this Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, either oral or in writing, between Participant and the Company with respect to all matters within the scope of this Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by Participant and an authorized officer of the Company. This Agreement shall be enforced in accordance with its terms and shall not be construed against either party

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its Chief Executive Officer, President or a Vice President, as of the day of **2023**.

Agreed to: **ITT Inc.**

\_\_\_\_\_  
Participant

Dated: \_\_\_\_\_

Dated: , 2023

**TSR ADDITIONAL PEER GROUP Companies**

Aptiv (New – Auto)  
Akebono  
Allison  
Brembo  
Circor  
Cooper-Standard  
Cummins (New – Transportation)  
Dana  
Honeywell (New – Industrial)  
KSB  
Sensata  
Sulzer  
Visteon  
Weir

If (i) any TSR Additional Peer Group company's TSR shall cease to be publicly available (due to a business combination, receivership, bankruptcy or other event) or (ii) if any such company is no longer publicly traded or (iii) if as a result of a spin-off, divestiture or other business transaction any such resulting company is no longer comparable to the Company due to a significant reduction in revenue or market capitalization or elimination of comparable lines of business, then in each case the Compensation & Human Capital Committee of the Company shall exclude that company from the TSR Additional Peer Group.

**ITT INC.  
2011 OMNIBUS INCENTIVE PLAN  
RESTRICTED STOCK UNIT AGREEMENT**

THIS AGREEMENT (the "Agreement"), effective as of the day of , 2023, by and between ITT Inc. (the "Company") and \_\_\_\_\_ (the "Grantee"),

WITNESSETH:

WHEREAS, the Grantee is now employed by the Company or an Affiliate (as defined in the Company's 2011 Omnibus Incentive Plan (the "Plan")) as an employee, and in recognition of the Grantee's valued services, the Company, through the Compensation and Human Capital Committee of its Board of Directors (the "Committee"), desires to provide an inducement to remain in service of the Company and as incentive for increased efforts during such service pursuant to the provisions of the Plan.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and the provisions of the Plan, a copy of which is attached hereto and incorporated herein as part of this Agreement and which provides definitions for capitalized terms not otherwise defined herein, and any administrative rules and regulations related to the Plan as may be adopted by the Committee, the parties hereto hereby agree as follows:

1. **Grant of Restricted Stock Units.** In accordance with, and subject to, the terms and conditions of the Plan and this Agreement, the Company hereby confirms the grant on , 2023 (the "Grant Date") to the Grantee of \_\_\_\_\_ Restricted Stock Units. The Restricted Stock Units are notional units of measurement corresponding to Shares of common stock (*i.e.*, one Restricted Stock Unit is equivalent in value to one Share).

The Restricted Stock Units represent an unfunded, unsecured right to receive Shares (and dividend equivalent payments pursuant Section 2(b) hereof) in the future if the conditions set forth in the Plan and this Agreement are satisfied.

2. **Terms and Conditions.** It is understood and agreed that the Restricted Stock Units are subject to the following terms and conditions:
  - (a) **Restrictions.** Except as otherwise provided in the Plan and this Agreement, neither this Award nor any Restricted Stock Units subject to this Award may be sold, assigned, pledged, exchanged, transferred, hypothecated or encumbered, other than to the Company as a result of forfeiture of the Restricted Stock Units.
  - (b) **Voting and Dividend Equivalent Rights.** The Grantee shall not have any privileges of a stockholder of the Company with respect to the Restricted Stock Units, including without limitation any right to vote Shares or to receive dividends. Dividend equivalents shall be earned with respect to each Restricted Stock Unit that vests. The amount of dividend equivalents earned with respect to each such Restricted Stock Unit that vests shall be equal to the total dividends

declared on a Share where the record date of the dividend is between the Grant Date of this Award and the date this Award is settled. Any dividend equivalents earned shall be paid in cash to the Grantee when the Shares subject to the vested Restricted Stock Units are issued. No dividend equivalents shall be earned or paid with respect to any Restricted Stock Units that do not vest. Dividend equivalents shall not accrue interest.

(c) **Vesting of Restricted Stock Units and Payment.**

- (i) Vesting. Subject to earlier vesting pursuant to subsection 2(d) below, the Restricted Stock Units shall vest (meaning the Period of Restriction shall lapse and the Restricted Stock Units shall become free of the forfeiture provisions in this Agreement) on , **2026**, provided the Grantee has been continuously employed by the Company or an Affiliate on a full-time basis from the Grant Date through the date the Restricted Stock Units vest. For the avoidance of doubt, continuous employment of a Grantee by the Company or an Affiliate for purposes of vesting in the Restricted Stock Units granted hereunder shall include continuous employment with the Company for so long as the Grantee continues working at such entity.
- (ii) Payment of the Award. Except as provided in subsection 2(l) below, as soon as practicable after the date the Restricted Stock Units vest (including vesting upon a separation from service pursuant to subsection 2(d) below), the Company will deliver to the Grantee (A) one Share for each vested Restricted Stock Unit, with any fractional Shares resulting from proration pursuant to subsection 2(d) to be rounded to the nearest whole Share (with 0.5 to be rounded up) and (B) an amount in cash attributable to any dividend equivalents earned in accordance with subsection 2(b) above, in the case of (A) and (B) less any Shares or cash withheld in accordance with subsection 2(e) below.
- (iii) Payment after Acceleration Event. If, prior to the payment date, Shares cease to exist as a result of an Acceleration Event and this Award is not assumed, converted, or otherwise replaced with a comparable award, the RSUs shall be settled in cash instead of Shares, and the amount of cash paid on the settlement date specified in this Agreement shall equal the sum of (A) the Fair Market Value of one Share multiplied by the number of vested RSUs, plus (B) the dividend equivalents described herein. For this purpose, "Fair Market Value" shall be the fair market value on the date of the Acceleration Event. However, if the Acceleration Event constitutes a change in control under Section 409A of the Code and any related regulations or other effective guidance promulgated thereunder ("Section 409A") and, immediately following the Acceleration Event the common stock of the Company (or, if applicable, its successor) is not publicly traded, the Restricted Stock Units shall immediately become 100% vested as of the date of the Acceleration Event and be settled on such date.

- (d) **Effect of Termination of Employment.** If the Grantee's employment with the Company and its Affiliates is terminated for any reason and such termination constitutes a "separation from service" within the meaning of Section 409A, any Restricted Stock Units that are not vested at the time of such separation from service shall be immediately forfeited except as follows:
- (i) Separation from Service due to Death or Disability. If the Grantee's separation from service is due to death or Disability (as defined below), the Restricted Stock Units shall immediately become 100% vested as of such separation from service. For purposes of this Agreement, the term "Disability" shall mean the complete and permanent inability of the Grantee to perform all of his or her duties under the terms of his or her employment, as determined by the Company upon the basis of such evidence, including independent medical reports and data, as the Company deems appropriate or necessary.
  - (ii) Separation from Service due to Early Retirement or Separation from Service by the Company for Other than Cause. If the Grantee's separation from service is due to Early Retirement (as defined below) or an involuntary separation from service by the Company (or an Affiliate, as the case may be) for other than Cause (other than as specified in (iv), below), a prorated portion of the Restricted Stock Units shall immediately vest as of such separation from service. For these purposes,
    - (1) the prorated portion of the Restricted Stock Units shall be determined by multiplying the total number of Restricted Stock Units subject to this Award by a fraction, the numerator of which is the number of full months during which the Grantee has been continually employed since the Grant Date (not to exceed **36** in the aggregate) and the denominator of which is **36** (for avoidance of doubt, the period during which the Grantee may receive severance in the form of salary continuation or otherwise shall not affect the determination of the date of the Grantee's separation from service or the date this Award is settled); and
    - (2) full months of employment shall be based on monthly anniversaries of the Grant Date, not calendar months.

For purposes of this Agreement, the term "Early Retirement" shall mean any termination (other than a Normal Retirement) of the Grantee's employment after the date the Grantee attains age 55 and completes 10 or more years of Effective Service (as such term is defined in the ITT Retirement Savings Plan). The term "Cause" shall mean "cause" as defined in any employment agreement then in effect between the Grantee and the Company, or if not defined therein, or if there is no such agreement, the Grantee's (a) embezzlement, misappropriation of corporate funds, or other material acts of dishonesty; (b) commission or

conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor; (c) engagement in any activity that the Grantee knows or should know could harm the business or reputation of the Company or an affiliate; (d) material failure to adhere to the Company's or its subsidiaries' or affiliates' corporate codes, policies or procedures as in effect from time to time; (e) willful failure to perform the Grantee's assigned duties, repeated absenteeism or tardiness, insubordination, or the refusal or failure to comply with the directions or instructions of the Grantee's supervisor, as determined by the Company or an affiliate; (f) violation of any statutory, contractual, or common law duty or obligation to the Company or an affiliate, including, without limitation, the duty of loyalty; (g) the Grantee's violation of any of the applicable provisions of subsection 2(g) of this Agreement; or (h) breach of any restrictive covenant, including confidentiality or non-competition covenants, entered into between the Grantee and the Company or an affiliate. The determination of the existence of Cause shall be made by the Company in good faith, and such determination shall be conclusive for purposes of this Agreement.

- (iii) Separation from Service Due to Normal Retirement. If the Grantee's separation from service is due to Normal Retirement (as defined below), and the separation from service occurs at least twelve (12) months after the Grant Date, the Grantee's Restricted Stock Units shall immediately become 100% vested as of such separation from service. If the Grantee's separation from service is due to Normal Retirement and the separation from service occurs within the twelve (12) month period beginning on the Grant Date, a prorated portion of the Restricted Stock Units shall immediately vest as of such separation from service in an amount equal to the number of Restricted Stock Units granted herein multiplied by a fraction, the numerator of which is the number of full months in such twelve (12) month period that were completed before the Grantee's separation and the denominator of which is twelve (12). For this purpose, full months of employment shall be based on monthly anniversaries of the Grant Date, not calendar months.

For purposes of this Agreement, the term "Normal Retirement" shall mean any termination of the Grantee's employment after (A) the date the Grantee attains age 62 and completes 10 or more years of Effective Service (as such term is defined in the ITT Retirement Savings Plan) or, if earlier, (B) the date the Grantee attains age 65.

- (iv) Separation from Service After an Acceleration Event. If the Grantee's employment is terminated on or within two (2) years after an Acceleration Event (A) by the Company (or an Affiliate, as the case may be) for other than Cause, as defined herein, and not because of the Grantee's Early or Normal Retirement, Disability, or death, or (B) by the Grantee because of Good Reason, then any unvested Restricted Stock Units shall immediately

become 100% vested. For this purpose, the term “Good Reason” shall mean (i) without the Grantee’s express written consent and excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company or its affiliates within 30 days after receipt of notice thereof given by the Grantee, (a) a reduction in the Grantee’s annual base compensation (whether or not deferred), (b) the assignment to the Grantee of any duties inconsistent in any material respect with the Grantee’s position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or (c) any other action by the Company or its affiliates that results in a material diminution in such position, authority, duties or responsibilities; or (ii) without the Grantee’s express written consent, the Company’s requiring the Grantee’s primary work location to be other than within twenty-five (25) miles of the location where the Grantee was principally working immediately prior to the Acceleration Event; provided, that “Good Reason” shall cease to exist for an event on the 90th day following the later of its occurrence or the Grantee’s knowledge thereof, unless the Grantee has given the Company notice thereof prior to such date.

- (e) **Tax Withholding.** In accordance with Article 15 of the Plan, the Company may make such provisions and take such actions as it may deem necessary for the withholding of all applicable taxes attributable to the Restricted Stock Units and any related dividend equivalents.
- (f) **Grantee Bound by Plan and Rules; Clawback Policy.** The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement and agrees to be bound by the terms and provisions thereof. The Grantee agrees to be bound by any rules and regulations for administering the Plan as may be adopted by the Committee prior to the date the Restricted Stock Units vest. The Committee shall be authorized to make all necessary interpretations concerning the provisions of this Agreement and the proper application of those provisions to particular fact patterns, including but not limited to the basis for the Grantee’s termination of employment, and any such interpretation shall be final. Terms used herein and not otherwise defined shall be as defined in the Plan. To the extent permitted by applicable law, any Award granted pursuant to this Agreement (including any proceeds, gains or other economic benefit Grantee actually or constructively receives upon distribution of any Award or the receipt or resale of any Shares underlying an Award) is and will remain subject to any policy governing the recoupment or recovery of erroneously awarded executive compensation (i.e., a clawback policy) the Company has adopted or adopts at any point in the future, as such policy may be amended from time to time, including any clawback policy adopted to comply with applicable laws and/or listing standards (including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder). In addition to any other remedies available under such policy and applicable law, the Company may require the cancellation

of Grantee's Award (whether vested or unvested) and the recoupment of any gains realized with respect to Grantee's Award.

- (g) **Non-Competition, Non-Solicitation and Non-Disparagement.** In consideration of the Company entering into this Agreement with the Grantee, the Grantee agrees as follows:
- (i) During Grantee's employment with the Company (which, for purposes of this subsection 2(g) includes its subsidiaries), Grantee will not, directly or Indirectly, engage or attempt to engage in any activity that conflicts with Grantee's employment obligations to the Company, or violates ITT's Code of Conduct. Activities and commitments as used herein do not include passive investments in stocks or other financial instruments. "Indirectly" means Grantee will not assist others in performing those activities Grantee is prohibited from engaging in directly pursuant to the terms of this Agreement.
  - (ii) During Grantee's employment and for a period of twelve (12) months following Grantee's Last Day, Grantee agrees that Grantee will not within the Restricted Area, directly or Indirectly, except with the Company's prior written approval from an authorized officer, either as an employee, employer, consultant, agent, principal, partner, stockholder, member, corporate officer, director or in any other individual or representative capacity, engage or attempt to engage in a Competitive Activity. "Competitive Activity" shall mean performing the same or similar services Grantee performed on behalf of the Company for, or have an ownership interest in, a Competitor. "Competitor" shall mean any person, firm, or corporation engaged in, or about to be engaged in, the same or a substantially similar business as the Company within the Restricted Area. As used in this Agreement: "Restricted Area" means the territory (i.e. the assigned territory or, in the absence of an assigned territory, the narrower of the (i) state(s), (ii) county(ies), or (iii) city(ies) Grantee provided Material services), during the twelve (12) months prior to the Last Day, Grantee: (a) provided Material services on behalf of the Company (or in which Grantee supervised, directly or Indirectly, the servicing activities), or (b) if Grantee had national responsibilities for the Company, any location where Grantee performed Material responsibilities and where performing those responsibilities for a Competitor will provide an unfair advantage to that Competitor, including because of Grantee's access to and use of confidential information; "Material" means Grantee's primary job duties and responsibilities for the Company; "Last Day" means Grantee's last day of employment with the Company regardless of the reason for Grantee's separation, including voluntary and involuntary.
  - (iii) During Grantee's employment and for a period of twelve (12) months following Grantee's Last Day, the Grantee shall not, directly or Indirectly:



- (a) solicit or attempt to solicit any Customer; or (b) induce or encourage any Customer to terminate a relationship with the Company or otherwise to cease accepting services or products from the Company, including a reduction in such services or products. As used in this Agreement: “Customer” means any person(s) or entity(ies) whom, within twelve (12) months prior to the Last Day, Grantee, directly or Indirectly (e.g., through employees whom Grantee supervised): (a) provided products or services in connection with the Company’s business; or (b) provided written proposals concerning receiving products or services from the Company.
- (iv) During Grantee’s employment and for a period of twelve (12) months following Grantee’s Last Day, Grantee shall not, directly or Indirectly (a) solicit, recruit, encourage (or attempt to solicit, recruit or encourage), or assist others in soliciting, recruiting or encouraging, any Company employees with whom Grantee worked, had business contact, or about whom Grantee gained non-public or confidential information (“Protected Employees”); (b) contact or communicate with Protected Employees for the purpose of inducing, assisting, encouraging and/or facilitating them to terminate their employment with the Company or find employment or work with another person or entity; (c) provide or pass along to any person or entity the name, contact and/or background information about any Protected Employees or provide references or any other information about them; (d) provide or pass along to Protected Employees any information regarding potential jobs or entities or persons for which to work, including but not limited to job openings, job postings, or the names or contact information of individuals or companies hiring people or accepting job applications; and/or (e) offer employment or work to any Protected Employees. .
- (v) Grantee agrees not to make or publish any disparaging or defamatory statements about the Company, or any of the Company’s current, former or future managers or representatives.
- (vi) Grantee agrees that damages in the event of a breach by Grantee of Grantee’s obligations in this Agreement, including in this subsection 2(g), would be difficult if not impossible to ascertain, and that any such breach will result in irreparable and continuing damage to the Company. Therefore, Grantee agrees that the Company, in addition to and without limiting any other remedy or right it may have, shall have the right to an immediate injunction or other equitable relief (without posting bond or other form of security) in the Chosen Courts (as defined below) enjoining any such threatened or actual breach. The existence of this right shall not preclude the Company from also pursuing any other rights and remedies at law or in equity that it may have.

- (vii) If the Grantee violates the terms of this subsection 2(g), then, in addition to any other remedy the Company might have, no amount shall be due to the Grantee under this Agreement and the Grantee shall be required to repay to the Company all amounts and Shares paid under this Agreement (or proceeds therefrom).
- (viii) Notice to Attorneys. For a Grantee who is an attorney, the provisions in subsection 2(g)(ii) will apply only to prohibit Grantee's employment for twelve (12) months in any position in the Restricted Area that involves non-legal responsibilities similar to those performed for the Company. This restriction and the other restrictions in subsection 2(g) are not intended to bar Grantee from performing solely legal functions for any entity or client, provided that work does not involve or risk the disclosure of the Company's attorney-client privileged information or other confidential information, as defined in the Grantee's respective confidentiality agreement with the Company.
- (ix) The non-competition obligations in this section shall not apply to Grantee if Grantee is covered under applicable state or local law prohibiting non-competes, including on the basis of Grantee's income at the time of enforcement.
- (h) **Governing Law**. This Agreement is issued, and the Restricted Stock Units evidenced hereby are granted, in Stamford, Connecticut, and shall be governed and construed in accordance with the laws of the State of Connecticut, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.
- (i) **Jurisdiction**. Grantee hereby consents to the personal jurisdiction of and venue in the state and federal courts in the state of Connecticut (collectively, the "Chosen Courts"), and agrees that such Chosen Courts shall have exclusive jurisdiction to hear and determine or settle any dispute that may arise out of or in connection with this Agreement, and that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chosen Courts.
- (j) **Attorneys' Fees**. If any action or proceeding is commenced to construe or enforce this Agreement or the rights and duties of the parties hereunder, then the party prevailing in that action will be entitled to recover its reasonable attorneys' fees and costs related to such action or proceeding.
- (k) **Severability**. Any term or provision of this Agreement that is determined to be invalid or unenforceable by any court of competent jurisdiction in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any

of the terms or provisions of this Agreement in any other jurisdiction and such invalid or unenforceable provision shall be modified by such court so that it is enforceable to the extent permitted by applicable law.

- (l) **Tolling.** The Company reserves the right to request, and Grantee will not object, that a court of competent jurisdiction extend the restricted period for any period of time that Grantee is in breach of this Agreement as a form of equitable relief so that the Company receives the full benefit of Grantee's promises in the restrictive covenants.
- (m) **Section 409A Compliance.** To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Section 409A, and the Plan and this Agreement shall be interpreted accordingly.
  - (i) If it is determined that all or a portion of the Award constitutes deferred compensation for purposes of Section 409A, and if the Grantee is a "specified employee," as defined in Section 409A(a)(2)(B)(i) of the Code, at the time of the Grantee's separation from service, then, to the extent required under Section 409A, any Shares that would otherwise be distributed (along with the cash value of all dividend equivalents that would be payable) upon the Grantee's separation from service shall instead be delivered (and, in the case of the dividend equivalents, paid) on the earlier of (x) the first business day of the seventh month following the date of the Grantee's separation from service or (y) the Grantee's death.
  - (ii) It is intended that this Agreement shall comply with the provisions of Section 409A, or an exception to Section 409A, to the extent applicable, so as not to subject the Grantee to the payment of interest and taxes under Section 409A. Further, any reference to termination of employment, Early Retirement, Normal Retirement, separation from service, or similar terms under this Agreement shall be interpreted in a manner consistent with the definition of "separation from service" under Section 409A.
  - (iii) In no event will payment be made later than the date on which payment is treated as being timely under Treas. Reg. § 1.409A-3(d), generally referring to the last day of the calendar year in which the RSUs vest or, if later, the 15th day of the third calendar month following the vesting date, and subject to any delay required under paragraph (i), above. (For this purpose, vesting and vesting date refer to the vesting date designated in this Agreement.) The Grantee does not have a right to designate the taxable year of the payment.
- (n) **Successors.** All obligations of the Company under this Agreement shall be binding on any successor to the Company, and the term "Company" shall include any successor.

- (o) **Entire Agreement, Amendments.** Grantee agrees that this Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, either oral or in writing, between Grantee and the Company with respect to all matters within the scope of this Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by Grantee and an authorized officer of the Company. This Agreement shall be enforced in accordance with its terms and shall not be construed against either party.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its Chief Executive Officer and President, or a Vice President, as of the day of , 2023.

Agreed to: **ITT INC.**

\_\_\_\_\_  
Grantee  
(Online acceptance constitutes agreement)

Dated: \_\_\_\_\_ Dated: , 2023

Enclosures



ENGINEERED FOR LIFE

Mary Beth Gustafsson  
33 Saint Austin's Place  
Staten Island, NY 10310

Dear Mary Beth,

This letter is intended to amend the terms of your employment previously agreed to by you and ITT Inc. (the "Company") in the offer letter dated December 28, 2013 (the "Offer Letter").

Effective as of December 31, 2022, your new title and position shall be Senior Vice President and Business Advisor. In this position you will continue to report to the Chief Executive Officer and President.

The date of your retirement from employment with the Company will be March 6, 2024, unless your employment with the Company terminates prior to that date (such termination date, the "Retirement Date").

Following are the agreed upon terms:

- Your annual base salary in your new role as of January 1, 2023 remains \$526,000.
- You will continue to be eligible to receive a discretionary cash bonus for fiscal year 2022 pursuant to the ITT Annual Incentive Plan, and for fiscal year 2023 consistent with that Plan's terms, with the same design and targets as you are currently subject to. Your annual cash incentive target will remain unchanged at 75% of your annual base salary through the Retirement Date. Achievement of the 20% individual performance component will be based on criteria determined by, and in the discretion of, the Company's Chief Executive Officer and President, and the Compensation and Human Capital Committee of the Board of Directors. Any such cash bonus awarded for fiscal years 2022 and 2023 will be paid at the time the Company regularly makes such annual bonus payments to employees (and, except as provided below, subject to your continued employment). You will not be eligible for a cash bonus for time employed with the Company during fiscal 2024.
- You will receive a long-term incentive award pursuant to the 2011 Omnibus Incentive Plan at the time the Company regularly grants such awards in March 2023, which will have a target value of \$800,000 and the same mix of Restricted Stock Units and Performance Units as are granted to other senior vice presidents of the Company. Except as provided below, this award will be subject to your continued employment and the terms of the 2011 Omnibus Incentive Plan. You will not be eligible for any further long-term incentive award grants after such grant.
- You will remain eligible for 5 (five) weeks of annual vacation. Any accrued and unused vacation will be paid to you at the time of retirement.
- You will remain eligible for the annual financial planning and tax preparation reimbursement of up to \$15,000 for both 2023 and 2024. All paid receipts must be submitted to ITT for reimbursement by December 15, 2024.

If you voluntarily terminate your employment with the Company, or if the Company terminates your employment for Cause (as defined below), in each case at any time prior to March 6, 2024, you will not be entitled to any of the compensation set forth above which has not already been paid to you, and any and all equity awards previously granted under the 2011 Omnibus Incentive Plan which are outstanding at the time of such termination will be governed by the terms of such awards.

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If the Company terminates your employment without Cause, at any time prior to March 6, 2024, you will receive the compensation set forth above as if you remained employed until March 6, 2024 (provided that the payment of any compensation that would otherwise be a short-term deferral under Section 409A of the Internal Revenue Code shall be made no later than the applicable deadline to remain exempt from such Section).

For purposes of the foregoing, "Cause" shall mean (a) embezzlement, misappropriation of corporate funds, or other material acts of dishonesty; (b) commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor; (c) engagement in any activity that you know or should know could harm the business or reputation of the Company or an affiliate; (d) material failure to adhere to the Company's or its subsidiaries' or affiliates' corporate codes, policies or procedures as in effect from time to time; (e) willful failure to perform your assigned duties, repeated absenteeism or tardiness, insubordination, or the refusal or failure to comply with the directions or instructions of your supervisor, as determined by the Company; (f) violation of any statutory, contractual, or common law duty or obligation to the Company or an affiliate, including, without limitation, the duty of loyalty; or (g) material breach of any confidentiality or non-competition covenant entered into between you and the Company or an affiliate. The determination of the existence of Cause shall be made by the Company in good faith, and such determination shall be conclusive for purposes of this letter agreement. For the avoidance of doubt, you are permitted to work from home unless otherwise requested.

You acknowledge that the compensation set forth above is all of the compensation that you are entitled to receive from the Company with respect to your employment through the Retirement Date (other than any benefits provided under the written terms of an ERISA-covered employee benefit plan other than any severance plan), and that you shall not be entitled to any additional amounts, including any severance or other payments pursuant to the ITT Senior Executive Severance Pay Plan or any other Company severance plans or practices (other than the ITT Senior Executive Change in Control Severance Pay Plan, which shall continue to apply in accordance with its terms). Any and all equity awards previously granted under the 2011 Omnibus Incentive Plan that are outstanding at the Retirement Date will be governed by the terms of such awards.

In your new role, you will not be considered an "executive officer" under Rule 3b-7 under the Securities Exchange Act of 1934 or an "officer" of the Company under Rule 16a-1(f) of the Securities Exchange Act of 1934.

Except as explicitly amended by this letter agreement, the Offer Letter shall continue in full force (as modified and implemented in accordance with the Company's practices as of immediately prior to the date of this letter). Nothing contained herein alters your status as an employee at-will. This letter agreement shall not be modified in any way except by a writing subscribed to by both parties.

/s/ Luca Savi

Luca Savi      Date: 02/14/2023

Agreed to by:

/s/ Mary Beth Gustafsson

Mary Beth Gustafsson      Date: 02/14/2023

## SUBSIDIARIES OF THE REGISTRANT

Set forth below are the names of subsidiaries, divisions and related organizations of ITT Inc., the respective jurisdiction in which each was organized (in the case of subsidiaries), and the name under which each does business (if other than the name of the entity itself).

Name	Jurisdiction In Which Organized	Name Under Which Performing Business
AcousticFab, LLC	Delaware	
Axtone Bahntechink GmbH	Germany	
Axtone GmbH	Germany	
Axtone HSW sp. z.o.o.	Poland	
Axtone S.A.	Poland	
Axtone s.r.o.	Czech Republic	
Bolton Insurance Co.	New York	
Bolton International RE S.C.A.	Luxembourg	
Bolton International S.C.A.	Luxembourg	
Bombas Goulds de Mexico S. de R.L. de C.V.	Mexico	Goulds Pumps
Bombas Goulds de Venezuela C.A.	Venezuela	Goulds Pumps
Bombas Goulds S.A.	Argentina	Goulds Pumps
Bornemann Inc. (Canada)	Canada	
Bornemann S.A. DE C.V.	Mexico	
C&I QSF LLC	Delaware	
Carbon Industries, Inc.	West Virginia	
Computer & Equipment Leasing Corporation	Wisconsin	
CRP USA, LLC	Delaware	
CRP Technologies S.r.l.	Italy	
Distribuidora Arbos, C.A.	Venezuela	Goulds Pumps
DITTHA GmbH	Germany	
Electrofilm Manufacturing Company LLC	California	
Enidine Kabashiki Gaisha (Enidine Company Limited (Japan))	Japan	Enidine
EnviroTech LLC	Delaware	
EP Industries Europe B.V.	Netherlands	
European Pump Services B.V.	Netherlands	
Goulds Mexico Holdings LLC	Delaware	
Goulds Pumps (IPG) LLC	Delaware	Goulds Pumps
Goulds Pumps (N.Y.), Inc.	New York	Goulds Pumps
Goulds Pumps (NY), Inc. (PERU BRANCH)	Peru	Goulds Pumps
Goulds Pumps (NY), Inc., (TAIWAN BRANCH)	Taiwan	
Goulds Pumps Administration, Inc.	New York	
Goulds Pumps Canada Inc.	Canada	Goulds Pumps
Goulds Pumps Co. Ltd.	Republic of Korea	Goulds Pumps
Habonim EU SL	Spain	
Habonim Europe Industrial Valves and Actuators BV	The Netherlands	
Habonim Industrial Buildings Ltd	Israel	
Habonim Industrial Valves & Actuators - North America, Inc.	New Jersey	
Habonim Industrial Valves & Actuators Australia PTY LTD	Australia	

Name	Jurisdiction In Which Organized	Name Under Which Performing Business
Habonim Industrial Valves and Actuators LTD (Israel)	Israel	
Habonim Mexico S De RL De CV	Mexico	
HPL Technologies GmbH	Germany	
Industrial Tube Company LLC	California	
InTelCo Properties LLC	Delaware	
International Motion Control Inc.	Delaware	
International Standard Electric Corporation	Delaware	
ITT (China) Investment Co. Ltd.	China	
ITT (China) Investment Co. Ltd. (SHANGHAI BRANCH)	China	
ITT (Shanghai) Fluid Technology Co., Ltd.	China	
ITT Aerospace Controls LLC	Delaware	
ITT Australia Holdings Pty Ltd	Australia	
ITT Automotive Enterprises, Inc.	Delaware	
ITT Blakers PTY Ltd	Australia	Blakers
ITT Blakers Unit Trust	Australia	Blakers
ITT Bornemann GmbH	Germany	Bornemann
ITT Bornemann-Goulds Pumps S.R.L.	Argentina	
ITT Brasil – Indústria de Bombas, Válvulas e Serviços Ltda	Cataguases-MG	Goulds Pumps
ITT Brasil – Indústria de Bombas, Válvulas e Serviços Ltda. - Salto Branch	Salto	Goulds Pumps
ITT Cannon (Hong Kong) LTD	Hong Kong	Cannon
ITT Cannon (Hong Kong) LTD (TAIWAN BRANCH)	Taiwan	
ITT Cannon de Mexico, S.A. de C.V.	Mexico	Cannon
ITT Cannon Electronics (Shenzhen) Co. Ltd	China	Cannon
ITT Cannon GmbH	Germany	Cannon
ITT Cannon GmbH (DENMARK BRANCH)	Denmark	
ITT Cannon Korea Ltd.	Korea	Cannon
ITT Cannon LLC	Delaware	Cannon
ITT Cannon LLC (DUBAI BRANCH)	United Arab Emirates	
ITT Cannon Mexico, Inc.	Delaware	Cannon
ITT Cannon Veam Italia s.r.l.	Italy	Cannon
ITT Cannon, Ltd.	Japan	
ITT Community Development Corporation	Delaware	
ITT Corporation India PVT. Ltd.	India	Goulds Pumps
ITT C'treat LLC	Delaware	C'treat Offshore
ITT Egypt LLC	Egypt	
ITT EMD LLC	Delaware	
ITT Engineered Valves, LLC	Delaware	
ITT Enidine GmbH	Germany	
ITT Enidine Inc.	Delaware	Enidine
ITT Finance Hong Kong Ltd.	Hong Kong	
ITT Fluid Technology Asia Pte Ltd.	Singapore	
ITT Fluid Technology International (Thailand) LTD.	Thailand	Goulds Pumps
ITT Fluid Technology International, Inc.	Delaware	Goulds Pumps
ITT Fluid Technology International, Inc. (DUBAI BRANCH)	United Arab Emirates	
ITT Fluid Technology International, Inc. (RUSSIAN BRANCH)	Russia	



Name	Jurisdiction In Which Organized	Name Under Which Performing Business
ITT Fluid Technology S.A.	Chile	Goulds Pumps
ITT Germany Holdings GmbH	Germany	
ITT Goulds Pumps Colombia S.A.S.	Colombia	Goulds Pumps
ITT Goulds Pumps Inc. (Greece Branch)	Greece	Goulds Pumps
ITT Goulds Pumps, Inc.	Delaware	Goulds Pumps
ITT High Precision Manufactured Products (Wuxi) Co., Ltd.	China	
ITT Holding LLC	Delaware	
ITT Holdings Czech Republic s.r.o.	Czech Republic	
ITT Industries France S.A.S.	France	
ITT Industries Global S.a.r.l.	Luxembourg	
ITT Industries Holdings Limited	United Kingdom	
ITT Industries Holdings, Inc.	Delaware	
ITT Industries Limited	United Kingdom	
ITT Industries Luxembourg S.a r.l.	Luxembourg	
ITT Industries Rus LLC	Russia	
ITT Industries Spain S.L.	Spain	
ITT International Holdings, Inc.	Delaware	
ITT International Luxembourg S.a r.l.	Luxembourg	
ITT Investments Luxembourg S.a.r.l.	Luxembourg	
ITT Italia s.r.l.	Italy	
ITT Japan B.V.	Netherlands	
ITT Korea Holding B.V.	Netherlands	
ITT Luxembourg Europe Sarl	Luxembourg	
ITT Luxembourg Worldwide Sarl	Luxembourg	
ITT Manufacturing Enterprises LLC	Delaware	
ITT Motion Technologies America, LLC	Delaware	Koni
ITT Motion Technologies GmbH	Germany	
ITT Motion Technologies LLC	Delaware	
ITT Motion Technologies Luxembourg S.a.r.l.	Luxembourg	
ITT Motion Technologies Mexico, S. de R.L. de C.V	Mexico	
ITT Netherlands B.V.	Netherlands	
ITT Netherlands Europe B.V.	Netherlands	
ITT Netherlands Worldwide B.V.	Netherlands	
ITT Rheinhuette Pumps, LLC	Virginia	
ITT Rheinhütte Benelux B.V.	Netherlands	
ITT Rheinhütte Pumpen (Shanghai) Co., Ltd.	China	
ITT Rheinhütte Pumpen Austria GmbH	Austria	
ITT Rheinhütte Pumpen GmbH	Germany	
ITT Saudi Co.	Saudi Arabia	
ITT Torque Systems, Inc.	Ohio	
ITT Ventures LLC	Delaware	
ITT Ventures S.a.r.l.	Luxembourg	
ITT Vietnam Pro Company Limited	Vietnam	
ITT Water & Wastewater U.S.A., Inc.	Delaware	
Kentucky Carbon Corporation	West Virginia	

Name	Jurisdiction In Which Organized	Name Under Which Performing Business
Koni B.V.	Netherlands	Koni
Koni FINCO B.V.	Netherlands	Koni
Koni France SAS	France	Koni
Koni NA LLC	Delaware	Koni
Leland Properties, Inc.	Delaware	
LLMZ Kamax LLC	Russia	
Matrix Composites, Inc.	Florida	
PT ITT Fluid Technology Indonesia	Indonesia	
Qingdao Kamax Buffer Equipment Company Ltd.	China	
Rheinutte Pumps Nordic Filial	Sweden	
TDS Corporate Services LLC	Delaware	
Venus Holdco LLC	Delaware	
WAM China Ltd.	Hong Kong	
WC Wolverine Holdings, Inc.	Delaware	
Wolverine Advanced Materials (Shanghai) Co., Ltd.	China	
Wolverine Advanced Materials Asia Limited	Hong Kong	
Wolverine Advanced Materials GmbH	Germany	
Wolverine Advanced Materials LLC (INDIA BRANCH)	India	
Wolverine Advanced Materials, LLC	Delaware	
Wolverine Automotive Holdings, Inc.	Delaware	
Wolverine Brasil Representacao Ltda.	Brazil	
Wolverine Japan KK	Japan	
Wolverine Press (Changshu) Co. Ltd.	China	
Wolverine/Tekno Laminates and Composites Ltda.	Brazil	

\* Dormant subsidiaries

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement No. 333-260768 on Form S-3 and Registration Statement Nos. 333-177604, 333-150934, and 333-105203 on Form S-8 of our reports dated February 15, 2023 relating to the consolidated financial statements of ITT Inc. and subsidiaries (the "Company"), and the effectiveness of the Company's internal control over financial reporting appearing in this Annual Report on Form 10-K of ITT Inc. for the year ended December 31, 2022.

/s/ Deloitte & Touche LLP  
Stamford, Connecticut

February 15, 2023

**CERTIFICATION OF LUCA SAVI PURSUANT TO SEC. 302  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Luca Savi, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2022 of ITT Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ LUCA SAVI

\_\_\_\_\_  
Luca Savi  
Chief Executive Officer and President

Date: February 15, 2023

**CERTIFICATION OF EMMANUEL CAPRAIS PURSUANT TO SEC. 302  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Emmanuel Caprais, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2022 of ITT Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ EMMANUEL CAPRAIS

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Emmanuel Caprais  
Senior Vice President and  
Chief Financial Officer

Date: February 15, 2023

**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 Annual Report of ITT Inc. (the "Company") on Form 10-K for the year ended December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Luca Savi, Chief Executive Officer and President of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

/S/ LUCA SAVI

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Luca Savi

Chief Executive Officer and President

February 15, 2023

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**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 Annual Report of ITT Inc. (the Company) on Form 10-K for the year ended December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Emmanuel Caprais, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

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/S/ EMMANUEL CAPRAIS

Emmanuel Caprais  
Senior Vice President and  
Chief Financial Officer

February 15, 2023

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.