

---

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, 2024

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 number 1-8729

**UNISYS CORP ORATION**

(Exact name of registrant as specified in its charter)

Delaware

38-0387840

(State or other jurisdiction of  
incorporation or organization)

(I.R.S. Employer  
Identification No.)

801 Lakeview Drive, Suite 100

Blue Bell, Pennsylvania 19422

(Address of principal executive offices and zip code)

(215) 986-4011

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.01	UIS	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	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

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.

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

Aggregate market value of the voting and non-voting common equity held by non-affiliates as of the last business day of the registrant's most recently completed second fiscal quarter: approximately \$ 273.1 million.

The amount shown is based on the closing price of Unisys Common Stock as reported on the New York Stock Exchange composite tape on June 30, 2024. Voting stock beneficially held by officers and directors is not included in the computation. However, Unisys Corporation has not determined that such individuals are "affiliates" within the meaning of Rule 405 under the Securities Act of 1933.

Number of shares of Unisys Common Stock, par value \$.01, outstanding as of January 31, 2025: 69,604,122

#### **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of Unisys Corporation's Definitive Proxy Statement for the 2025 Annual Meeting of Stockholders are incorporated by reference into Part III hereof.

---

## Table of Contents

		Page Number
<b>Part I</b>		
<b>Item 1.</b>	Business	<a href="#">5</a>
	Information About Our Executive Officers	<a href="#">13</a>
<b>Item 1A.</b>	Risk Factors	<a href="#">15</a>
<b>Item 1B.</b>	Unresolved Staff Comments	<a href="#">25</a>
<b>Item 1C.</b>	Cybersecurity	<a href="#">25</a>
<b>Item 2.</b>	Properties	<a href="#">27</a>
<b>Item 3.</b>	Legal Proceedings	<a href="#">27</a>
<b>Item 4.</b>	Mine Safety Disclosures	<a href="#">27</a>
<b>Part II</b>		
<b>Item 5.</b>	Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	<a href="#">28</a>
<b>Item 6.</b>	Reserved	<a href="#">29</a>
<b>Item 7.</b>	Management's Discussion and Analysis of Financial Condition and Results of Operations	<a href="#">30</a>
<b>Item 7A.</b>	Quantitative and Qualitative Disclosures about Market Risk	<a href="#">40</a>
<b>Item 8.</b>	Financial Statements and Supplementary Data	<a href="#">41</a>
<b>Item 9.</b>	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	<a href="#">89</a>
<b>Item 9A.</b>	Controls and Procedures	<a href="#">89</a>
<b>Item 9B.</b>	Other Information	<a href="#">89</a>
<b>Item 9C.</b>	Disclosure Regarding Foreign Jurisdictions that Prevent Inspections	<a href="#">89</a>
<b>Part III</b>		
<b>Item 10.</b>	Directors, Executive Officers and Corporate Governance	<a href="#">90</a>
<b>Item 11.</b>	Executive Compensation	<a href="#">90</a>
<b>Item 12.</b>	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	<a href="#">90</a>
<b>Item 13.</b>	Certain Relationships and Related Transactions, and Director Independence	<a href="#">90</a>
<b>Item 14.</b>	Principal Accountant Fees and Services	<a href="#">90</a>
<b>Part IV</b>		
<b>Item 15.</b>	Exhibits and Financial Statement Schedules	<a href="#">91</a>
<b>Item 16.</b>	Form 10-K Summary	<a href="#">94</a>
	Signatures	<a href="#">95</a>

## Information Concerning Forward-Looking Statements

Certain statements contained in this Annual Report on Form 10-K, including, without limitation, statements as to management expectations, assumptions and beliefs presented in Part I, Item 1. "Business," Part I, Item 3. "Legal Proceedings," Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations," Part II, Item 7A. "Quantitative and Qualitative Disclosures About Market Risk," and in the notes to the financial statements are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. Words such as "anticipates," "estimates," "expects," "projects," "may," "will," "intends," "plans," "believes," "should" and similar expressions may identify forward-looking statements and such forward-looking statements are made based upon management's current expectations, assumptions and beliefs as of this date concerning future developments and their potential effect on us. There can be no assurance that future developments will be in accordance with management's expectations, assumptions or beliefs, or that the effect of future developments on us will be those anticipated by management. Because actual results may differ materially from those expressed or implied by these forward-looking statements, we caution readers not to place undue reliance on these statements. Any forward-looking statement speaks only as of the date on which that statement is made. The company assumes no obligation to update any forward-looking statement to reflect events or circumstances that occur after the date on which the statement is made.

The factors that could cause actual results to differ materially from our expectations, assumptions and beliefs, include, but are not limited to those discussed in the "Risk Factors" (Part I, Item 1A of this Form 10-K), as summarized below:

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

- our ability to maintain our installed base and sell new solutions and related services;
- our ability to grow revenue, expand profit margin and generate sufficient cash flows in our businesses;
- our ability to manage security incidents and breaches and other disruptions in our IT systems;
- our ability to adapt the adverse effects of volatile, negative or uncertain economic, geopolitical or political conditions as well as acts of war, terrorism, natural disasters or the widespread outbreak of infectious diseases;
- our ability to effectively anticipate and respond to rapid technological innovation, such as artificial intelligence among others, in our industry;
- our ability to work with government and public sector clients and additional risks inherent in government and public sector contracting;
- our ability to meet our underfunded defined benefit pension plan obligations;
- our ability to maintain our credit rating or access financing markets;
- our ability to align employees and their skills with global client demand and retain and develop employees and management with strong leadership skills;
- our ability to respond to the potential adverse effects of aggressive competition;
- our commercial contracts may not be as profitable as expected or provide the expected level of revenue;
- our ability to manage the performance and capabilities of third parties with whom we have commercial relationships;
- our ability to protect or enforce our intellectual property rights and defend against infringement claims;
- our ability to manage the business and financial risk in the completion of acquisitions or dispositions;

### ***Legal and Regulatory***

- our ability to comply with global legal and regulatory requirements;
- our ability to meet environmental, social and governance expectations and standards, achieve our sustainability goals, or comply with sustainability regulations or laws;
- our ability to manage exposure to legal proceedings, investigations and environmental matters;
- our ability to maintain an effective system of internal controls over financial reporting and disclosure controls and procedures;

### ***Accounting***

- an impairment of goodwill or intangible assets; and
- our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

## PART I

### ITEM 1. BUSINESS

#### General

Unisys Corporation, a Delaware corporation (Unisys, we, our, or the company), is a global information technology (IT) solutions company that powers breakthroughs for the world's leading organizations. We transform and manage mission-critical IT systems, software, applications and devices that power enterprises, financial institutions and public sector organizations around the world. Our clients rely on us to help solve many of their toughest business and technology challenges in highly complex, regulated and heterogeneous environments. Our solutions and services are provided through global delivery capabilities, which allows us to execute large-scale, rapid technology migration and modernization projects. From our origins dating back to 1873 through the formation of Unisys in 1986, we have built a legacy of innovation and a reputation of trust.

In recent decades, enterprise and government interactions with customers, suppliers, employees and citizens have shifted increasingly to digital channels. Cloud computing, artificial intelligence (AI), machine learning and quantum computing have pushed the required pace of innovation and led to a proliferation of data. At the same time, organizations face rising costs and complexity of managing IT infrastructure, data, security and compliance while integrating new technologies. We have a long track record of helping clients navigate technological change and architecting innovative solutions that simplify and accelerate digital transformation.

#### Our Market

The market in which we operate is broad and rapidly evolving, encompassing a wide range of technologies, services and solutions aimed at helping organizations improve their operations and achieve their business objectives. Organizations across the globe are harnessing technology to reimagine their business models and create competitive advantages. In addition to technical proficiency, our clients look to us for industry-specific expertise to help maximize the impact of their technology investments.

We believe our portfolio of solutions is aligned with the secular trends shaping demand in the areas of the market we serve.

#### *Increasing Stakes of the IT Estate*

Organizations are becoming increasingly reliant on the IT estate to achieve critical business and organizational outcomes. A well-built IT estate can prevent or minimize interruption and security vulnerabilities that can lead to catastrophic operational, competitive or reputational impact on organizations. At the same time, the accelerating pace of innovation has necessitated perpetual evolution throughout the technology stack at an increased pace while complex factors, like increased regulation, technical debt and skill gaps, become more pronounced. In this context, outsourcing to IT service providers is of increasing strategic importance, allowing clients to focus on their core businesses while leveraging external expertise to innovate, build, manage and optimize their IT estate both efficiently and effectively.

#### *Multi-Cloud*

Enterprises are increasingly adopting a multi-cloud strategy often leveraging a combination of public, private and SaaS clouds based on business and security needs, type of applications and cost considerations. Multi-cloud offers speed, flexibility and new technology adoption but introduces governance, workforce, financial and operational complexities. Navigating these challenges requires strong cloud governance, upskilled talent and dynamic cost controls. As artificial intelligence and digital initiatives continue to advance, businesses must focus on enabling rapid adoption of multi-cloud as a foundation to achieve these goals. Doing so requires deep expertise to manage and operate at scale, including expertise in more traditional IT infrastructure (e.g., data centers, servers and networking hardware).

#### *Government and Enterprise Digitization*

Citizens increasingly expect a digital experience when engaging government services such as voter registration, tax filing and application processes for licenses, permits, visas or passports. Governments and law enforcement agencies are also seeking to automate processes, leverage data to make better decisions and improve transparency and data sharing. Similarly, customers, employees, suppliers and partners expect a digital experience when interacting with enterprises. Enterprise IT organizations must evaluate a myriad of technologies, software platforms and tools to manage and optimize their technology infrastructure and multi-cloud environments that support mission-critical workloads to meet these expectations.

### ***Proliferation of Data***

Data has always been a critical enabler of informed decision-making for enterprises. Today, vast amounts of data are being transferred and processed to generate actionable insights, often from disparate sources or stored within disparate environments. The explosive growth in data volume and variety, coupled with the compliance and regulatory environment and ethical and privacy standards, are driving enterprises to set up or modernize their data ecosystems. As a result, advanced paradigms for data engineering, data infrastructure, data lakes and data products combined with streaming and batch data capabilities are being used. Predictive analytics and traditional AI enable better informed decision-making and generative AI leverages previously unwieldy unstructured and semi-structured data, forcing complex enterprises to enhance their data strategies.

### ***Artificial Intelligence***

AI and automation continue to be interwoven to drive value. Organizations are leveraging AI to automate IT operations spanning security, development and networking to continually monitor, identify and proactively respond to performance issues. Organizations are also using AI to automate repetitive tasks, facilitate enterprise access to knowledge and reduce operational costs. Customer and employee experience is being transformed through generative AI agents and chatbots, providing personalized and responsive interactions. Research and development costs and development timelines are being reduced through code generation technologies leveraging Large Language Models (LLMs). In marketing, for example, AI and generative AI enable targeted campaigns, personalized recommendations and customer segmentation, leading to more effective and data-driven strategies. Overall, integrating AI and embedding LLMs into business processes enhance decision-making, operational agility and customer service, which we believe contribute to a competitive advantage in the modern business landscape.

### ***Advanced Computing***

Maximizing the value of data requires organizations to process their structured and unstructured data and embedded LLMs rapidly and at scale, across disparate environments. This involves complex orchestration of data, computing and security across multi-cloud environments. To effectively execute advanced analytics and AI at scale, organizations must develop diverse, advanced computing capabilities such as quantum, high-performance computing and hybrid compute architectures to support workloads across these layers. They must also move quickly to transition to industry-specific, data-driven application layers and deploy new techniques, such as post-quantum encryption, to protect access to data. Application layer modernization, increasing security threats and AI adoption are also spurring demand for computing capacity, reliable power and specialized expertise in configuring, cooling and maintaining the infrastructure supporting advanced computing workloads.

### ***Cybersecurity***

The evolving threat landscape, driven by sophisticated adversaries, rapid technological advancements, changing regulatory environment and growing exposure across the enterprise IT ecosystem, demands a more proactive approach to cybersecurity. Organizations are increasingly recognizing that cybersecurity is not the responsibility of a single department but a collective obligation across the entire enterprise. Ensuring comprehensive security throughout the data lifecycle is critical, as businesses embed security into every aspect of their design, build, transformation and operational processes. To address the security challenges posed by emerging technologies such as AI and quantum computing, organizations must adopt adaptive and transformational security strategies, including post-quantum cryptography, to stay ahead of rapidly evolving threats.

## **Our Solutions**

We provide our global clients with advice and essential capabilities to architect, develop, modernize, implement and integrate the technologies that power their organizations. Our offerings are delivered on a standalone basis or through integrated solutions that may incorporate proprietary Unisys capabilities, a Unisys-managed service and/or technology from our ecosystem of trusted Alliance Partners, a network of partners spanning leading technology, software and services companies with whom we collaborate and develop joint solutions and services.

Our organizational structure aligns with our clients' evolving needs, reflected in three reportable segments:

- Digital Workplace Solutions
- Cloud, Applications & Infrastructure Solutions
- Enterprise Computing Solutions

### ***Digital Workplace Solutions (DWS)***

We help clients empower their workforce, while providing end-to-end IT support resulting in improved retention, collaboration and performance. We deploy, integrate and manage enterprise technologies as well as data-driven solutions for a seamless workplace experience. Our data and analytics drive business outcomes, including improved employee experience, operational efficiency and workforce transformation. Our solutions feature intelligent workplace services, proactive experience

management and collaboration tools that support business growth. Our innovative approach and focus on Experience-Level Agreements (XLAs) ensure clients receive tailored solutions that enable today's technology advancement for the betterment of the workforce while continuously adapting to leverage future trends.

Our DWS offerings include:

- **Intelligent Workplace Services.** We redefine traditional technology support and field services with innovative solutions designed to enhance the end-user experience anytime, anywhere, and on any device. Our Next-Gen Service Desk, Touchless Experience and Enterprise Knowledge Management solutions and capabilities ensure that our clients receive holistic, hyper-personalized, seamless and consistent omnichannel support. Our Field Services model is multi-faceted. It can be delivered as a traditional IT support solution or expanded to service newer technologies, such as next-generation liquid cooling systems and non-traditional technology environments such as electronic vehicle charging stations. Additionally, Unisys Field Services can be implemented directly for an organization or delivered as a private label service offering for hardware original equipment manufacturers.
- **Unified Experience Management.** Our Experience-as-a-Service (XaaS) offering is a managed service designed to deliver proactive device, application and technology service improvement across organizations. Through a combination of digital experience monitoring software, automation services, AI and machine learning technologies, XLAs and our Experience Management Office, XaaS proactively identifies technology performance issues and delivers actionable, persona-based insights to improve the end-user experience. In addition to implementing automated workflows to prevent issues from recurring, XaaS can also predict and resolve issues before they occur to deliver a consistent employee experience.
- **Modern Device Management.** We provide unified endpoint management, virtual desktop infrastructure, and hardware and software asset management solutions for remotely provisioning, tracking, managing and protecting smartphones, tablets, laptops, and Internet of Things (IoT) devices. These offerings allow clients to flexibly manage and optimize device investments according to shifting organizational priorities and needs. Unisys Device Management solutions enable organizations to centrally and remotely deploy, track, manage and defend entire fleets of devices connecting to their corporate network, improving client security posture while enhancing the employee experience.
- **Workplace as a Service.** Workplace-as-a-Service is a portfolio of Unisys-provided solutions encompassing device subscription services and enterprise service management. Unisys owns and manages the entire workplace stack consolidating controls into a single integrated dashboard and freeing internal client resources to concentrate on essential business objectives. Our Device Subscription Service allows IT to easily manage device use, IT asset provisioning, asset deployment, support and asset retirement with intelligent refresh to optimize capital expenditures. Our Enterprise Service Management solution provides a comprehensive, secure, and modular approach to IT service management (ITSM) that integrates with world renowned ITSM and Contact Center platform partners, ensuring a smooth fit into existing multi-modal enterprise ecosystems.
- **Seamless Collaboration.** We support communication with solutions and managed services for designing, deploying, managing and governing complex client ecosystems of unified communications and collaboration applications, productivity applications, meeting rooms and third-party productivity tools. We integrate advanced technologies to deliver engaging and collaborative experiences that simplify workflows and enhance user satisfaction. We also have a new workplace solution, which assists organizations with the process of optimizing their real estate to create the most environmentally friendly, productive and cost-efficient workspaces. By leveraging our expertise, clients can optimize their communication infrastructure, ensuring reliable and secure interactions across their organization.

#### *Cloud, Applications & Infrastructure Solutions (CA&I)*

We accelerate digital transformation in the critical areas of cloud migration and management, as well as application and infrastructure transformation and modernization. Our solutions accelerate multi-cloud adoption and help our clients leverage the flexibility and efficiency of the cloud to deliver business growth. We protect compute and operating environments via our cybersecurity solutions and services. Our in-house developers also design and build customized enterprise applications that address our clients' needs with long-term support to manage and evolve applications over time.

Our CA&I solutions include:

- **Cloud Services.** We deliver cloud services to design, establish, transform and manage complex, secure and resilient multi-cloud environments composed of private, public and SaaS clouds. Our solutions integrate cloud management platforms, observability, AI-powered operations, financial analysis and optimization, and advanced automation as a service model. Through these solutions, we centralize the management and control, automate operations and consolidate monitoring, reporting, capacity and planning workloads across a variety of cloud environments beyond public clouds, including specialization in private cloud and data center managed services.

- **Cloud AI Services.** Unisys Cloud AI Services help organizations accelerate their AI journey by establishing robust AI foundations enabling enterprise-wide AI adoption, scalable AI transformation, and delivering AI-powered customer experiences and domain-specific outcomes. From establishing scalable AI ready infrastructure, to enabling seamless AI integration, to leveraging industry-leading LLMs and operating at scale, these services drive agility, innovation, and competitive advantage. Leveraging our advanced Cloud AI services and portfolio, clients can enhance decision-making, automate processes and power business acceleration.
- **Application Services.** We help clients design and execute their application strategies. We develop, transform and manage enterprise applications with capabilities to refactor, rebuild, or rearchitect legacy applications for hybrid, multi-cloud environments. We also develop cloud-native, tailored applications and implement enterprise software and applications of our technology partners.
- **Data Services.** We provide services and data engineering capabilities to transform and modernize data at scale. Our data services efficiently integrate, manage, govern and analyze enterprise data and data models for improved insight and performance. We also advise clients on their AI strategies for investing, rationalizing, and measuring AI investments and infuse analytics and AI into many of our CA&I solutions, with a focus on delivering business outcomes.
- **Cybersecurity.** We provide transformation, implementation and managed services to streamline security environments and meet rapidly evolving security challenges. We enable protection of critical business assets of clients through Digital Identity and Access Management, Cyber Recovery, Continuous Threat Exposure Management, Managed Detection and Response, and Secure Network Access that safeguards data and application access with a Zero Trust framework.

#### *Enterprise Computing Solutions (ECS)*

We deliver proprietary and hybrid compute capabilities in the cloud and on-premises. We extend value through services to operate and manage these environments and the application workloads that run on them. We use industry expertise to create data-intensive, AI-enabled solutions to provide next-level business outcomes in financial services, travel and transportation, telecommunications, and other industries. We classify our solutions within ECS as either "License and Support" or "Specialized Services and Next-Gen Compute."

Our License and Support solutions include ClearPath Forward® and other Unisys IP-related licenses and associated support services.

- **ClearPath Forward** is a flexible collection of products and platforms that provide secure, scalable operating environments for high-intensity enterprise computing. It provides a tested integrated stack of software products that run on a range of modern commonly deployed Intel x86 server platforms, selected cloud and virtualization environments. Clients can deploy it as a Unisys-provided integrated system in their private cloud via software services or in commonly used public cloud environments. Unisys' ClearPath Forward 2050 strategy ensures that clients can count on their ClearPath Forward investments to operate their most critical business applications and processes for decades to come, along with expert services to aid them in maximizing the value of ClearPath Forward.

Our Specialized Services and Next-Gen Compute solutions include:

- **Specialized Services.** We provide services to manage and modernize infrastructure, and mission-critical systems that run on or integrate with our proprietary ClearPath Forward operating system or sit within the broader technology stacks of our ECS client base.
- **Next-Generation Computing.** We help clients explore and diversify computing capabilities in areas including high-performance computing to optimize workload execution in diverse environments. As clients work to generate value at scale from their data-centric AI investments, we provide expertise on where best to execute and manage workloads depending on the desired outcome. These outcomes vary, from most cost-efficient execution, to fastest completion, to partial workload execution or fragmentation of a complex query. We support decision-making for deployment of resources in a variety of contexts, including public cloud, private cloud, on-premises, and as-a-service consumption.
- **Industry Solutions.** We believe our blend of industry, data and computing expertise, as well as our experience leveraging AI, gives us an ability to develop high-value solutions for our ECS client base. Our portfolio includes a suite of cargo management solutions targeting the travel and transportation vertical serving cargo carriers, freight forwarders and third-party logistics companies. This includes proprietary solutions such as Cargo Core (shipment lifecycle management), Cargo Portal (multi-carrier air cargo booking portal) and Unisys Logistics Optimization™, a real-time cargo capacity, routing and warehousing solution powered by a combination of AI, advanced analytics and emerging technologies.

#### *Other Solutions*

We also provide clients with a wide range of micro-market and business process solutions, often involving a high level of customization, automation, and in many cases, technology and knowledge that is proprietary to Unisys. Many of our business process solutions clients seek to meet requirements for 24x7 operations or to increase business flexibility and operational efficiency through process automation, especially for high-volume or labor and time-intensive workflows. These solutions are typically delivered through local market teams and span mission critical functions such as digital mortgage processing for financial services clients, integrated portfolio and investment management for clients with large capital investments, and data aggregation and presentation solutions for public and local law enforcement agencies.

#### *Subsequent Event*

In January 2025, the company made changes to its organizational structure to better align its portfolio of solutions to more effectively address evolving client needs and take further advantage of the synergies across the company's reportable segments. The company's business processing solutions, which were reported within Other, have been integrated into the company's ECS and CA&I reportable segments. Additionally, the company's application development solution, which was reported within ECS, has been operationally centralized within CA&I increasing delivery speed and reducing total costs for our clients by enhancing standardization of development tools, architectures and training. These changes did not impact the company's consolidated financial statements as of December 31, 2024 and will be reflected prospectively, with comparable prior period data, in the company's first quarter 2025 Form 10-Q.

#### **Go-to-Market**

We market our solutions and products primarily through a direct sales force and a central marketing department focused on increasing awareness and visibility for our portfolio of solutions and services, including managing our relationships with industry analysts and consultants who can influence client decisions. Complementing our direct sales force, we leverage a select group of resellers and alliance partners to market our solution and services portfolio. In many cases, we may jointly develop integrated solutions with our partners that we directly or jointly sell to our clients. In certain countries, we market primarily through distributors.

Our direct global sales force consists of sales executives focused on attracting new clients and client executives responsible for account retention, services growth and client satisfaction. Our sales teams work and collaborate closely with client technology officers who establish technology and innovation roadmaps aimed at achieving business outcomes, client security officers who evaluate threats and improve clients' security environments, and client delivery executives responsible for delivery excellence.

To support collaboration and cross-selling across our global client teams, our commission structure is based on a combination of individual targets aligned with our business objectives such as growing revenue with existing clients and prospects, improving delivery efficiency and generating in-year revenue, among others.

#### **Our Clients**

We deliver advanced IT solutions and services to some of the largest commercial and public sector clients around the world. Our public sector clients primarily consist of state, local and non-U.S. governments and agencies, as well as global not-for-profit organizations. Overall, our commercial clients are well-diversified across sectors. However, certain of our enterprise computing and business process solutions have a more concentrated client base, particularly in the areas of travel and transportation, financial services and healthcare. In 2024, no single client accounted for more than 10% of our revenue.

#### **Our Strategy**

Our primary objective is to increase the value we create for our clients to support our financial objectives of improving our revenue growth, profitability and free cash flow. In that spirit, we evolve our solutions and services to enable our clients to continue making breakthroughs, optimizing their processes and furthering our mission to grow through our clients' successes. Our efforts include continually developing, evolving and upskilling our global associate workforce and our ecosystem of strategic alliance partners that we leverage to help deliver mission critical IT operations and support.

In addition to innovating and continually upskilling our global talent and partnerships, we are executing against six key strategic imperatives:

- **Land and Expand.** Our go-to-market involves landing initial engagements with prospective clients and subsequently expanding our relationships across additional solutions, segments and geographies to fortify client relationships. Initial engagements may be shorter-term projects or advisory work with accelerated paths to value or longer-term recurring, managed service contracts. These engagements allow our associates to build client trust and an understanding of each client's organization, technology systems, operational challenges and objectives. Our focus on high-quality delivery

and business outcomes supports our renewal rates and efforts to expand the volume and scope of services and solutions we provide to our clients.

- **Addressable Market Growth.** We aim to expand the breadth and depth of our solution portfolio to address an increased portion of the IT services market, focused on high-growth or margin opportunities in each segment. These efforts include organic and inorganic investment, talent acquisition and partnership expansion overlaid by an industry approach. In addition to our large enterprise and government clients, we are also focused on expanding our market share with mid-sized clients. We believe our breadth of solutions, industry expertise, expanding partner ecosystem and agile delivery model position us to fill skills gaps and simplify digital transformation at scale for mid-size clients for whom our larger market competitors may underserve.
- **Solution Development.** Our approach to solution development draws from the tools and technologies of our alliance partners, our expertise in solution integration and orchestration, in-house development capabilities and industry expertise. Continually evolving each of these key solution development components is important to architect outcome-based or industry-relevant solutions. Where possible, we aim to develop and utilize standard architectures that can be deployed and scaled efficiently across our segments and client base, while retaining flexibility and variability to meet specific client needs. Increasingly, we are embedding AI throughout our solutions and development, and investing to capitalize on AI-driven demand for core managed services and adjacencies.
- **Alliance Partners.** Our partner ecosystem enables collaborative innovation and development of joint solutions and services that enhance the performance, cost controls and competitive advantages our clients can achieve. We regularly collaborate to build, market and co-sell with this global network of partners spanning leading technology, software and services companies. We also provide systems integration, software implementation and custom engineering services in collaboration with specialized software and technology partners within specific industries. As the technology landscape changes, we seek to develop, maintain and expand our ecosystem of trusted partners with whom we jointly build, market and co-sell value-added solutions so we can bring cutting-edge solutions and services to our clients and proactively address their most relevant challenges.
- **Delivery Optimization.** Our solutions and services are supported by our delivery capability, which provides comprehensive, mission-critical services that address the evolving needs of our clients who operate in complex, highly regulated industries worldwide. We work to improve our delivery efficiency by increasing automation and optimizing our geographic labor distribution. We are also centralizing our application development capabilities to achieve efficiencies of scale, standardization, and training that will enhance client value. We utilize strategic account management processes to proactively lead clients using our traditional solutions on a pathway of transformation into higher-value solutions for them and us.
- **Operational Excellence.** We strive for operational excellence through initiatives to reduce operating expenses by streamlining centralized corporate functions, rationalizing our real-estate footprint and centralizing technology costs. We also seek to minimize capital expenditure and working capital commitments within our client engagements and pursue a research and development strategy that leverages co-investment with innovation partners where possible.

## Competitive Landscape

We operate in a highly competitive market that is affected by rapid changes in technology in the information services and technology industries. We face competition from many domestic and foreign companies. Our primary competitors are systems integrators, consulting and other professional services firms, outsourcing providers, infrastructure services providers, computer hardware manufacturers and software providers.

We compete primarily based on service quality, product performance, technological innovation, price and reputation, among other factors. We believe that our investment in enhancing and expanding our IT solutions and services, coupled with investment in our go-to-market capabilities, will favor our competitive position. For more information on the competitive risks we face, see "Risk Factors" (Part I, Item 1A of this Form 10-K).

## Materials

Unisys purchases components and supplies from a number of suppliers around the world. We rely on a single or limited number of suppliers for certain technology products, although we attempt to ensure that alternative sources are available if the need arises. The failure of our suppliers to deliver components and supplies in sufficient quantities and in a timely manner could adversely affect our business. For more information on the risks associated with purchasing components and supplies, see "Risk Factors" (Part I, Item 1A of this Form 10-K).

## Patents, Trademarks and Licenses

As of January 31, 2025, Unisys owns over 380 active U.S. patents and over 29 active patents granted in seven non-U.S. jurisdictions. These patents cover systems and methods related to a wide variety of technologies, including, but not limited to, information security, cloud computing, virtualization, database encryption/management and user interfaces. We have granted licenses covering both single patents and particular groups of patents, to others. Likewise, we have active licensing agreements granting us rights under patents owned by other entities. Our business is not materially dependent upon any single patent, patent license or related group thereof.

Unisys also maintains 15 U.S. trademark and service mark registrations, and over 250 additional trademark and service mark registrations in 42 non-U.S. jurisdictions as of January 31, 2025. These marks are valuable assets used on or in connection with our services and products, and as such are actively monitored and protected by Unisys and its agents.

## Seasonality

Our revenue is affected by factors such as the introduction of new services and solutions, the length of sales cycles and the seasonality of purchases. Seasonality generally has not resulted in material quarterly revenue changes. Changes in timing or terms of renewals from client to client can lead to fluctuations in software license revenue from period to period since accounting rules require that software license revenue be recognized when the license term begins.

## Backlog

At December 31, 2024, backlog was \$2.8 billion, compared to \$3.0 billion at December 31, 2023. Approximately \$1.2 billion (42%) of 2024 backlog is expected to be converted to revenue in 2025. Although we believe that this backlog will be executed, the orders may be canceled, in some cases with or without penalty.

## Human Capital

### *People*

At December 31, 2024, Unisys employed approximately 15,900 professionals across the globe, of which 2,500 were located in the United States and 13,400 were located in other countries around the world.

### *Culture*

At Unisys, we champion our employees in every phase of their career. We aspire to create a winning culture where our employees challenge themselves and others. Through frequent engagement, a robust talent management strategy, a strong focus on total wellbeing and an ongoing commitment to a holistic environment, our employees quickly realize that Unisys is invested in their success.

We are focused on having a workforce that represents the communities in which we live and serve. Integrity is at the core of our business practices. We are committed to promoting a culture of ethical behavior and integrity. Our corporate program is designed to prevent, detect and address violations of applicable laws and regulations through our Code of Ethics and Business Conduct and our compliance policies and education programs, which include tools specifically designed to support ethical decision-making. We are committed to protecting employees who speak-up to report good-faith concerns, and maintain a compliance helpline that is available worldwide to support the reporting of such concerns without fear of retaliation.

### *Engagement*

Actively engaging with our employees is important to us. To better understand employee satisfaction and organizational culture, we survey our employees annually to gather critical feedback. The results provide transparent feedback that helps us continually improve our workplace environment. We consistently have high employee participation in these surveys, with an 82% participation rate in 2024.

### *Developing and Retaining our Talent*

We recognize and value the growth of our employees by promoting continuous learning and professional development. Through educational opportunities with leading third-party programming and content providers, employees can hone their technical, business and leadership skills. Learning resources include audiobooks, courses, virtual labs, video instruction, skill assessments, role-based learning paths, mentoring and instructor-led boot camps. These resources provide a critical path to upskilling, career mobility, retention and leadership succession.

Retaining our employees is crucial to our success. Aside from developing our talent and providing career growth, we are committed to the health, safety and wellness of our employees. We provide our employees a wide variety of benefits and resources, including health and welfare benefits, flexible time-off and employee assistance programs. We offer market competitive rewards through internal recognition programs, incentive-based bonus plans, a company matched 401(k) plan and a

pay-for-performance philosophy. Our focus on retaining employees is reflected in our relatively low voluntary attrition rate of 11.8% for 2024.

### **Available Information**

Our investor website is located at [www.unisys.com/investor](http://www.unisys.com/investor). Through our website, we make available, free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act), as soon as reasonably practicable after this material is electronically filed with or furnished to the Securities and Exchange Commission. We also make available on our website our Restated Certificate of Incorporation, Amended and Restated Bylaws, Guidelines on Significant Corporate Governance Issues, the charters of the Audit and Finance Committee, Compensation and Human Resources Committee, Nominating and Corporate Governance Committee and Security and Risk Committee of our Board of Directors, the Insider Trading Policy and our Code of Ethics and Business Conduct. This information is also available in print to stockholders upon request. We do not intend for information on our website to be part of this Annual Report on Form 10-K.

## INFORMATION ABOUT OUR EXECUTIVE OFFICERS

Information concerning the executive officers of Unisys as of February 15, 2025, is set forth below.

Name	Age	Officer Since	Position with Unisys
Peter A. Altabef	65	2015	Chair and Chief Executive Officer
Michael M. Thomson	56	2015	President and Chief Operating Officer
Debra McCann	52	2022	Executive Vice President and Chief Financial Officer
Ruchi Kulhari	43	2024	Senior Vice President and Chief Human Resources Officer
Teresa Poggenpohl	63	2021	Senior Vice President and Chief Marketing Officer
Kristen Prohl	51	2023	Senior Vice President, General Counsel, Secretary and Chief Administration Officer
Shalabh Gupta	63	2017	Vice President, Tax and Treasurer
David Brown	46	2023	Vice President, Chief Accounting Officer and Corporate Controller

There is no family relationship among any of the above-named executive officers. Our Amended and Restated By-Laws provide that the officers of Unisys shall be elected annually by the Board of Directors and that each officer shall hold office for a term of one year and until a successor is elected and qualified, or until the officer's earlier resignation or removal.

Mr. Altabef has served as Chair of the Board of Directors since 2018 and as Chief Executive Officer since 2015. He also served as President of the company from 2015 to March 2020 and from December 2021 to May 2022. Prior to joining Unisys in 2015, Mr. Altabef was the President and Chief Executive Officer, and a member of the board of directors, of MICROS Systems, Inc. from 2013 through 2014, when MICROS Systems, Inc. was acquired by Oracle Corporation. He previously served as President and Chief Executive Officer, and a member of the board of directors, of Perot Systems Corporation from 2004 until 2009, when Perot Systems was acquired by Dell, Inc. Thereafter, Mr. Altabef served as President of Dell Services (a unit of Dell Inc.) until his departure in 2011. Mr. Altabef is a member of the boards of directors of NiSource Inc. and Petrus Trust Company, L.T.A., and the advisory board of Merit Energy Company, LLC. He is also a member of the President's National Security Telecommunications Advisory Committee (NSTAC) and a trustee of the Committee for Economic Development (CED) of The Conference Board. He previously served as Senior Advisor to 2M Companies, Inc. in 2012, and served as a director of Belo Corporation from 2011 through 2013. Mr. Altabef has been an executive officer since 2015. Mr. Altabef will cease serving as the company's Chief Executive Officer on March 31, 2025 and will remain Chair of the Board of Directors, effective April 1, 2025.

Mr. Thomson has been President and Chief Operating Officer since May 2022. Prior to this role, Mr. Thomson served at Unisys as Chief Financial Officer since 2019 and as Executive Vice President since 2021 after having served as Senior Vice President since 2019. Mr. Thomson served as Vice President and Corporate Controller from 2015 to 2019. Mr. Thomson served as Controller of Towers Watson & Co. from 2010 until 2015, and he previously held the same position at Towers Perrin from 2007 until the consummation of that firm's merger with Watson Wyatt in 2010. He also served as principal accounting officer of Towers Watson from 2012 until 2015. Prior to that, Mr. Thomson worked for Towers Perrin as Director of Financial Systems from 2001 to 2004 and then Assistant Controller from 2004 to 2007. Prior to joining Towers Perrin, Mr. Thomson was with RCN Corporation, where he served as Director of Financial Reporting & Financial Systems from 1997 to 2001. Mr. Thomson has been an executive officer since 2015. Effective April 1, 2025, Mr. Thomson will serve as Chief Executive Officer and President and a member of the Board of Directors.

Ms. McCann has been Executive Vice President and Chief Financial Officer since May 2022. Prior to joining Unisys, Ms. McCann was at Dun & Bradstreet, Inc., a global provider of business decisioning data and analytics, from 2009 until April 2022, where she held roles of increasing responsibility, including as Treasury Director, Assistant Treasurer, and Treasurer and Senior Vice President, Investor Relations and Corporate Financial Planning and Analysis. Prior to Dun & Bradstreet, Ms. McCann held leadership roles at Cegedim, a technology and services company, and AT&T, Inc., an American multinational telecommunications and technology holding company. She has been a member of the board of directors and the audit committee of VeriSign, Inc. (NASDAQ: VRSN) since October 2024. Ms. McCann has been an executive officer since May 2022.

Ms. Kulhari has been Senior Vice President and Chief Human Resources Officer since April 2024. Prior to joining Unisys, she served as Executive Vice President and Chief People Officer at Coforge, Ltd., a global digital information services and solutions provider, from 2019 to April 2024. Prior to that Ms. Kulhari served as Global Head of Human Resources - Business Consulting and Americas/Australia/UK Human Resources Head for Data Analytics at Exservice Holdings, Ltd., a global analytics and digital solutions company, from 2016 to 2019. She also held increasingly senior roles at Infosys Limited, a global leader in digital information technology services and consulting, from 2005 to 2016. Ms. Kulhari has been an executive officer since April 2024.

Ms. Poggenpohl has been Senior Vice President and Chief Marketing Officer since April 2021. Prior to joining Unisys, she ran a consulting firm, Poggenpohl Consulting, which she founded in January 2020. Ms. Poggenpohl served as the Chief Marketing and Communications Officer for North America at Accenture, a global professional services company, from 2016 to 2019. Prior to this role, Ms. Poggenpohl held senior leadership positions within Accenture for more than twenty years. Ms. Poggenpohl has been an executive officer since May 2021.

Ms. Prohl has been Senior Vice President, General Counsel, Secretary and Chief Administration Officer since August 2023. Prior to joining Unisys, she served as Vice President, Deputy General Counsel, Chief Compliance Officer and Corporate Secretary at ITT Inc., a manufacturer of highly engineered critical components and customized technology for the transportation, industrial and energy markets, from July 2021 to July 2023. Prior to that role, Ms. Prohl served as Associate General Counsel and Assistant Secretary at American International Group, Inc., a global insurance organization from June 2019 to July 2021. From 2016 to 2018, Ms. Prohl served as Senior Vice President, Chief Counsel, Corporate Law and Assistant Secretary at CA Inc. (d/b/a CA Technologies), a multinational enterprise software developer and publisher. From 2006 to 2011, Ms. Prohl served increasingly senior roles at Starwood Hotels & Resorts Worldwide, Inc., a global hotel and leisure company, most recently as Vice President, Chief Regulatory Counsel. Earlier in her career, Ms. Prohl was a corporate associate at Proskauer Rose LLC. Ms. Prohl has been an executive officer since August 2023.

Mr. Gupta has been Vice President, Tax and Treasurer since 2017. Prior to Unisys, Mr. Gupta served as Vice President and Corporate Treasurer for Avon Products, an American-British multinational cosmetics, skin care, perfume and personal care company from 2012 until 2016. He also served as Treasurer for Evraz North America, Inc., a manufacturer of engineered steel products for rail, energy and industrial end markets, from 2011 to 2012, and held the roles of Senior Vice President and Corporate Treasurer from 2007 to 2011, Vice President and Assistant Treasurer from 2005 to 2007 and Managing Director, Capital Markets, Pensions, Foreign Exchange from 2004 to 2005 at Sara Lee Corporation, an American consumer goods company. Mr. Gupta also previously held treasury roles at Delphi Corporation, a global supplier of automotive parts and electronics, and General Motors Corporation, an American multinational automotive manufacturing company. Mr. Gupta has been an executive officer since 2017.

Mr. Brown has been Vice President, Chief Accounting Officer and Corporate Controller since August 2023. Prior to joining Unisys, he served as Vice President and Corporate Controller at FXI, Inc., a private-equity owned specialty manufacturer of sleep and comfort solutions, from September 2021 to August 2023. Mr. Brown served in various accounting roles of increasing responsibility at DuPont de Nemours, Inc., a multinational chemical company, from 2011 to September 2021, most recently as Assistant Corporate Controller. He also held various positions at Ernst & Young, LLP from 2000 to 2011. Mr. Brown has been an executive officer since August 2023.

## ITEM 1A. RISK FACTORS

We are subject to a wide range of factors that could materially affect future 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

***A significant portion of our revenue is derived from our installed base. Future results may be adversely impacted if we are unable to maintain our installed base and sell new solutions and related services to existing and new clients.***

A significant portion of our revenue is derived from our installed base, many of which are subject to long-term contracts. We continue to invest in our solutions to retain and extend our existing client base as well as attract new clients. If legacy clients do not believe in the value provided by our solutions and exit their contracts, or if they choose not to renew their contracts, or not to renew these contracts on terms at least as favorable as the current contracts, our revenue could decline meaningfully and there could be a material adverse effect on our business, results of operations or financial condition. We could also lose clients because of their merger, acquisition or business failure. We may not be able to replace the revenue and earnings from any such lost client. We are expecting revenue, margin and market share expansion due to our differentiated solutions and the decision by some of our competitors to exit or de-emphasize their focus on our target markets. If some or all of these competitors focus on our target markets, it could adversely affect our ability to gain market share or otherwise adversely affect future results.

Furthermore, if ClearPath Forward is sold in the form of Software as a Service (SaaS) at an accelerated pace, this would have a negative timing impact on our short- and medium-term cash position and could adversely impact our operations, financial condition and liquidity.

Additionally, we invest in and sell new solutions and related services. If we invest insufficiently or are unsuccessful in selling these other solutions and related services, there may not be a meaningful return on these investments. Further, the revenues generated by newer solutions and related services may be insufficient to offset any revenue declines caused if we are unable to retain the revenues generated by our installed base.

***Future results may be materially adversely impacted if we are unable to grow revenue, expand profit margin and generate sufficient cash flows in our businesses.***

Our strategy places an emphasis on growing revenue, including specifically from higher-value and higher-margin offerings and our ability to profitably grow revenue and generate cash flows in our businesses depends on our ability to win contracts with clients for higher growth and higher-margin solutions. This in turn depends on our ability to offer solutions that meet demand, efficiently utilize delivery personnel and meet our clients' technology needs. Revenue and profit margin in these businesses are a function of both the portfolio of solutions sold and the rates we charge. The rates we charge for our solutions are affected by several factors, including clients' perception of our ability to add value, introduction of new offerings by us or our alliance partners, market pricing pressure, and general economic conditions such as inflation or an economic downturn, or the perception of the risk of these occurrences. Chargeability is also affected by several factors, including our ability to transition resources from completed projects to new engagements, leveraging low cost locations, and our ability to forecast demand for services and thereby maintain appropriate resource levels. Our results of operations and financial condition may be materially adversely impacted if sales of higher-margin offerings do not offset declines in revenue and profitability of lower-margin offerings, including contracts that we voluntarily exit.

***Cybersecurity incidents, security incidents and breaches and other disruptions in our IT systems have occurred and will continue to occur and could result in the incurrence of significant costs as well as harm to our business.***

Our business includes managing, processing, storing and transmitting information, including proprietary, confidential, client, employee and personal information, intellectual property and proprietary business information. This information is housed within our own information systems (a combination of on-premise and third-party cloud providers), the cloud and those that we design, develop, host or manage for clients. These systems are critical to business activities for Unisys and our clients' and unauthorized access to, disruption of, or attacks on these systems pose serious risks, which have and may in the future compromise confidentiality, integrity and availability of data. In addition, negligent, intentional or improper conduct of our employees or third parties working on our behalf with access to our IT systems and systems we use to manage our clients and the sensitive information housed therein have and may in the future adversely affect our business and reputation.

We have experienced, and will continue to experience, cybersecurity attacks and other security incidents and breaches that have and, in the future, could result in access to, or in some instances, loss or disclosure of, sensitive information that would require significant human and financial resources to respond. These include cybersecurity attacks from computer hackers, cyber criminals, including nation states and nation state-sponsored actors, insiders and other malicious internet-based adversaries. The sophistication and occurrence of cybersecurity attacks and other security breaches continue to increase globally, and our systems, including the systems of our outsourced service providers, have been and may in the future be targeted by attacks such as infiltration of “fake employees” enabling laptop farming schemes, Internet of Things, cybersecurity attacks, denial of service attacks, wireless network attacks, viruses and worms, malicious software, ransomware, malware, misconfigurations, software supply chain attacks, application centric attacks, peer-to-peer attacks, phishing, vishing and smishing attempts, backdoor trojans, distributed denial of service attacks, social engineering, including deepfake attacks, business email compromises and cybersecurity-extortion, among other cybersecurity threats. As a known provider of IT solutions, we are and will remain an attractive target for such attacks. Furthermore, our industry subjects us to elevated risk and, accordingly, security vulnerabilities can occur and will continue to occur across a broad range of hardware, software or other infrastructure, increasing for us the potential of occurrence and the cost of response and remediation. These attacks have been successful against us and those of our third-party service providers and have resulted in, and in the future could result in, misappropriation, misuse, alteration, theft, loss, corruption, leakage, falsification, and accidental or premature release or improper disclosure of confidential or other information, including intellectual property, personal information, and data of the company, third parties, employees, clients or others. For example, in 2022, the company disclosed a cybersecurity attack involving our software lab environment, which caused no service disruptions for our operations or, to our knowledge, to our clients, but resulted in the exfiltration of source code for our cybersecurity and product and platform software. The techniques used by computer hackers and cyber criminals to obtain unauthorized access to data or to sabotage computer systems change frequently and are growing in sophistication, which increases the risk and severity when they occur. Additionally, limitations in the ability of our IT teams to remain up-to-date with the volume of common vulnerabilities and exposures that require constant patching that often compete with the availability of service to our customers. In addition, we rely on our suppliers' tools and services to adequately detect, report and respond to cybersecurity incidents, cybersecurity attacks and other security incidents and breaches, which could affect our ability to report or address these incidents effectively or in a timely manner. An increase in consumption of public cloud services also elevates the risk to our environment, as securing cloud workload regularly involves new skills, tools and processes. The introduction of AI and quantum computing is also raising the risk level as it opens new possibilities for threat actors to launch complex attacks combining social engineering and new and classic hacking techniques, including quantum computing enabled “steal now decrypt later” schemes. Similarly, the threat of malicious cybersecurity activity from nation states and other sophisticated actors continues to increase, particularly with geopolitical turmoil and global conflicts like those in the Ukraine and Middle East.

Any disruption, termination or substandard provision of services, including by us or third-party cloud providers, has affected, and in the future could materially and adversely affect, our business by disrupting normal IT operations, customer service, accounting and technology functions, affecting our ability to comply with our financing arrangements and otherwise impacting our ability to manage our business. Disruption, termination or substandard provision of services could be the result of localized conditions (such as power outages, telecommunications failures, fire or explosion), failure of our systems to function as designed, or as the result of events or circumstances of broader geographic impact (such as storms, earthquakes, floods, epidemics, strikes, acts of war, civil unrest or terrorist acts). We have incurred such disruptions, which have resulted and could result in further substantial repair or replacement costs and/or data loss or other impediments that affect our ability to run our business. To date these disruptions have not had a material impact on our operations; however, there is no assurance that such impacts will not be material in the future, and such disruptions have in the past and may in the future have the impacts discussed below.

Cybersecurity incidents, security incidents and breaches and other disruptions in our IT systems have exposed, and in the future could expose, us to liability, litigation and regulatory or other government action, which could result in the loss of existing or potential clients, damage to our brand and reputation, damage to our competitive position and financial loss. In addition, the cost and operational consequences of responding to cybersecurity incidents and security breaches and implementing remediation measures is and could continue to be significant. These financial consequences include the costs associated with obtaining and maintaining cybersecurity insurance.

While we work to continuously evaluate our security perimeter to strengthen and enhance our security posture, our efforts may not meet the ever-evolving level of sophistication, volume, persistence and novelty of the threats, or our efforts may not be complete or sufficient to adequately maintain the confidentiality, security, or availability of the data we collect, store and use to operate our business.

For information on our cybersecurity risk management, strategy and governance, see “Cybersecurity” (Part I, Item 1C of this Form 10-K).

***Our results of operations have been, and may in the future be, adversely affected by volatile, negative or uncertain economic, geopolitical or political conditions as well as acts of war, terrorism, natural disasters or the widespread outbreak of infectious diseases.***

Approximately 57% of our total revenue for 2024 was derived from international operations. Given our global operations, macroeconomic conditions - like foreign currency exchange rate fluctuations, currency restrictions and devaluations, increases in inflation rates, potential recessions and weaker intellectual property protections in some jurisdictions - as well as geopolitical and political conditions, affect us, our clients' businesses and the markets they serve. Volatile, negative and uncertain economic and political conditions have in the past, and could in the future, undermine business confidence in markets where we operate or plan to operate, which could cause our clients to reduce, defer or eliminate spending on new initiatives and technologies or existing contracts, both of which could negatively affect our business. Growth in some markets we serve has slowed and could continue to slow, stagnate or contract. The same could occur in other markets where we do business or plan to do business. Because we operate globally and have significant businesses in many markets, an economic slowdown in any key markets such as in the United States or Europe could adversely affect our results of operations.

International trade disputes, including threatened or implemented tariffs imposed by the U.S. and threatened or implemented tariffs imposed by foreign countries in retaliation, could adversely impact our business. Tariffs or other trade restrictions could materially increase costs on us if such costs cannot be passed onto our clients. In addition, international trade disputes, including those related to tariffs, could result in inflationary pressures that directly impact our costs. Trade disputes could also adversely impact global supply chains, which could further increase costs for us and our customers or delay delivery of key inventories and supplies.

Ongoing economic, geopolitical and political volatility and uncertainty and changing demand patterns affect our business in several ways, including making it more difficult to accurately forecast client demand and effectively build our revenue and resource plans. Economic, geopolitical and political volatility and uncertainty is particularly challenging because it may take time for the effects and changes in demand patterns resulting from these and other factors to manifest themselves in our business and results of operations. Additionally, our business has been, and can in the future be, adversely impacted by acts of war, terrorism, natural disasters and the widespread outbreak of infectious diseases, as such events have unpredictable consequences on the world economy and our operations. Changing demand patterns from economic and political volatility and uncertainty, including because of increasing geopolitical tensions, inflation, economic downturns and changes in global trade policies and their impact on us, our clients and the industries we serve, have in the past had a negative impact and could in the future have a significant negative impact on our results of operations.

***Our inability to effectively anticipate and respond to rapid technological innovation, such as artificial intelligence among others, in our industry could affect our results of operations and cash flows.***

Our success depends, in part, on our ability to continue to develop and implement services and solutions that anticipate and respond to rapid and continuing changes in technology and offerings to serve the changing needs of our clients. Our services and solutions are continually evolving because of machine learning and AI, including generative AI, augmented and virtual reality, automation, Internet of Things, hybrid computing architectures like quantum, high performance and edge computing, infrastructure and network engineering and intelligent connected solutions. As we expand our services and solutions, we may be exposed to operational, legal, regulatory, compliance, ethical, technological and other risks specific to these new areas, which may negatively affect our results of operations, cash flows, reputation and demand for our services and solutions. Technological developments may materially affect the cost and use of technology by our clients and, in the case of cloud, data and AI solutions, could affect the nature of how we generate revenue. Some of these technological developments have reduced and replaced some of our historical services and solutions and will continue to do so in the future. This has caused, and may in the future cause, clients to delay spending under existing contracts and delay entering into new contracts while they evaluate new technologies. Furthermore, if we are unable to introduce new pricing or commercial models that reflect the value of technological innovation or if the pace and level of spending on new technological developments are not sufficient to make up any shortfall.

Developments in the industries we serve, which may be rapid, could also shift demand to new services and solutions. If we are unable to offer new services and solutions that match client demand because of changes in the industries we serve, we may be less competitive and need to make significant investment to adapt. For example, if we fail to continue to develop leading machine learning and AI services and solutions, including generative AI, we may lose future opportunities.

Our growth strategy focuses on responding to technological developments by driving innovation that will enable us to expand our business into new growth areas. We are applying machine learning and AI to our services, how we deliver work to our clients, and to our own internal operations. AI technologies are complex and rapidly evolving, and we face significant competition, including from our clients, who may develop their own internal AI-related capabilities, which can lead to reduced demand for our services and solutions. If we do not invest in new technology, adapt to industry developments, evolve and expand our business at sufficient speed and scale, or if we do not make the right strategic investments to respond to these

developments and successfully drive innovation, our services and solutions, our results of operations and our ability to develop and maintain a competitive advantage and to execute on our growth strategy could be adversely affected.

***Our work with government and public sector clients exposes us to additional risks inherent in the government contracting and public sector environment.***

A significant amount of our business comes from government and public sector clients. Our clients include national, provincial, state and local government entities, located in a variety of countries. This work carries various inherent risks, including, but not limited to, the right to audit our contract costs and conduct inquiries and investigations of our business practices and compliance with government and public sector contract requirements, such as security clearance, certifications, and the inherent limitations of internal controls may not prevent or detect all improper or illegal activities. Negative findings in such audits, investigations or inquiries could affect our future sales and profitability due to a wide range of consequences, including breach and termination of contracts, forfeiture of profits, suspension of payments, loss of certifications, fines and suspensions or debarment from doing business with new and existing government and public sector clients. In the ordinary course of business, we have had findings in connection with client requests, audits, investigations and inquiries related to government work and public sector clients. We have experienced some adverse consequences, as a result, and may in the future experience further adverse consequences because of our work with government and public sector clients, which could materially affect our future results of operations.

Government and public sector clients typically fund projects through appropriated monies. While these projects are often planned and executed as multi-year projects, government and public sector clients usually reserve the right to change the scope of, or terminate these projects for lack of approved funding at their convenience. Changes in government or political developments, including changes in administrations or regimes, like the recent administration change in the United States, government closures or shutdowns, budget deficits, shortfalls or uncertainties, government spending reductions or other debt constraints could result in our projects being reduced in price or scope or terminated altogether, which also could limit our recovery of incurred costs, reimbursable expenses and profits on work completed prior to the termination. Furthermore, if insufficient funding is appropriated to the government or public sector client to cover termination costs, we may not be able to fully recover our investments.

Political and economic factors such as changes in leadership or key executive, legislative or regulatory bodies and decision makers, revisions to governmental tax, tax policies or other regulatory regimes could affect the number and terms of new government and public sector contracts signed or the speed at which new contracts are signed, decrease future levels of spending and authorizations for programs that we bid, shift spending priorities to programs in areas for which we do not provide services and/or lead to changes in enforcement or how compliance with relevant rules or laws is assessed. The occurrences or conditions described above have had an adverse impact on our results of operations and could have a material adverse effect on our business or our results of operations in the future.

***We have been, and expect in the future to be, required to contribute additional cash to meet our significant underfunded defined benefit pension plan obligations, and these contributions could have a material impact on our operations, financial condition and liquidity.***

We have significant underfunded obligations under our U.S. and non-U.S. defined benefit pension plans. In 2024, we made cash contributions of \$21.9 million, primarily for our international defined benefit pension plans. Based on current legislation, global regulations, recent interest rates, expected returns and current funding agreements, we estimate cash contributions of approximately \$92 million in 2025, primarily for our U.S. defined benefit pension plans. We estimate total cash contributions to our U.S. and non-U.S. defined benefit pension plans of approximately \$120 million in 2026 and approximately \$750 million in the aggregate from 2027 through 2034. Estimates for future cash contributions are likely to change based on several factors including volatility in the capital markets, discount rate changes, asset return changes, or changes in economic or demographic trends. There have been significant increases in forecasted contributions to our U.S. plans and non-U.S. defined benefit pension plans in the past and such forecasts can be significantly impacted in the future.

If we are unable to generate sufficient cash flows from operations to pay the required future cash contributions, we may not be able to obtain additional funding to satisfy these obligations. In such a case, we may be forced to reduce or delay business activities, acquisitions, investments and/or capital expenditures; sell assets; restructure or refinance our indebtedness; or seek additional equity capital, waiver or bankruptcy protection, and we may not be able to effect any of these remedies when necessary, or on satisfactory terms.

***If we are unable to maintain our credit rating or access the financing markets, it may adversely impact our business and liquidity.***

As of December 31, 2024, we had \$485 million aggregate principal amount of our 6.875% Senior Secured Notes due November 1, 2027 (the 2027 Notes). Our business may not generate cash flows from operations sufficient to pay off these notes and we

expect that we will need to refinance these notes prior to maturity or explore additional sources of debt and/or equity to repay these notes. The agencies rating our indebtedness regularly evaluate us and determine our credit ratings based on several factors. In 2024, for example, we were placed on negative watch by Moody's and downgraded from B+ to B by Standard & Poor's 500. These factors include our financial strength and ability to generate earnings and cash flows, as well as factors not entirely within our control, such as rising interest rates, conditions affecting the information technology industry and the economy and changes in rating methodologies.

Downgrades of our credit ratings have and could continue to adversely affect our access to liquidity and capital; particularly as we plan to refinance the 2027 Notes prior to maturity. A further adverse change in our credit ratings could significantly increase our cost of funds, decrease the number of investors and counterparties willing to lend to us or purchase our securities and impact our ability to utilize surety bonds or other financial instruments we use to run our business. Rising interest rates and other market conditions may also impact our ability to utilize surety bonds, letters of credit, foreign exchange derivatives or other financial instruments we use to conduct our business. These impacts could affect our growth, profitability, and financial condition, including liquidity. If we are unable to access the financing markets, we would be required to use cash on hand to fund operations and our required pension contributions and repay outstanding debt as it comes due. There is no assurance that we will generate sufficient cash to fund our operations, pension contributions and refinance such debt, including because of impaired access to financing markets, which could have a material adverse effect on our business.

***If we are unable to align employees and their skills with global client demand around the world and retain and develop employees and management with strong leadership skills, our business may be adversely impacted.***

Our success is dependent, in large part, on our ability to attract and retain employees with market-leading skills and capabilities like AI and machine learning in line with global client demand. We must re-skill, retain and inspire appropriate numbers of talented employees with diverse skills in order to serve our clients, respond quickly to rapid and ongoing changes in demand, technology, industry and the macroeconomic environment, and continuously innovate to grow our business. If we are unable to do so, we may not be able to innovate and deliver new services and solutions to fulfill client demand.

In addition, the unionization of certain of our associate populations results in higher costs and unique operational challenges. At certain times and in certain geographical regions, we can find it difficult to attract and retain enough employees with the skills or backgrounds to meet current and/or future demand. In these cases, we may need to redeploy existing employees or increase our reliance on subcontractors to fill certain labor needs. If we are not successful in these initiatives, our results of operations could be adversely affected. If our utilization rate of our employees is too high or too low, it could have an adverse effect on associate engagement and attrition, the quality of the work performed and our ability to staff projects.

We are dependent on retaining members of the Unisys management team and other employees with critical capabilities. If we are unable to do so, our ability to innovate, generate new business opportunities and effectively lead large and complex transformations and client relationships could be jeopardized. Our equity-based incentive compensation plans and other variable cash compensation programs, as well as promotions, are designed to reward high-performing employees for their contributions and provide incentives for them to remain with us. If the anticipated value of such incentives or the pace of promotions does not materialize because of company performance or volatility or lack of positive performance in our stock price, or if our total compensation package is not viewed as being competitive, our ability to attract and retain key employees could be adversely affected.

***We face aggressive competition, which could lead to reduced demand for our solutions and related services and could have an adverse effect on our business.***

Our future performance is largely dependent on our ability to compete successfully and expand in the market we currently serve. The market in which we operate includes many companies vying for clients and market share both domestically and internationally. Our competitors include systems integrators, consulting and other professional services firms, outsourcing providers, infrastructure services providers, computer hardware manufacturers and software providers. If we are unable to differentiate our offerings from our competitors, renew and expand existing contracts, and win new contracts, our revenues may significantly decline.

Some of our competitors may develop competing solutions and services that offer better price for performance or that reach the market before our offerings. Some competitors have and may continue to have greater financial and other resources than we have, providing them with the enhanced ability to compete for market share, including by providing significant economic incentives and discounts to secure contracts.

Additionally, competitors may generally offer more aggressive pricing or contractual terms, which may affect our ability to win work. Even if we have potential offerings that address marketplace or client needs better than others, competitors may be more successful at selling similar services they offer, including to our clients. Furthermore, some competitors are more established in certain markets, which may make executing our growth strategy to expand in these markets more challenging. Some may be better able to compete for skilled professionals, innovate and/or provide new services and solutions faster than us, or may be

able to anticipate the need for services and solutions before we do. Our competitors may also team together to create competing offerings. If we are unable to compete successfully, we could lose market share and clients to competitors, which could materially adversely affect our results of operations.

We also may face greater competition due to consolidation of companies in the technology sector including due to strategic mergers, acquisitions or teaming arrangements. Consolidation activity may result in new competitors with greater scale, a broader footprint or offerings that are more attractive than ours. New services or technologies offered by competitors, our alliance partners or new entrants may make our offerings less differentiated or less competitive when compared to other alternatives, which may adversely affect our businesses and results of operations.

***Our commercial contracts have not been, and in the future may not be, as profitable as expected or provide the expected level of revenue.***

In many of our long-term solutions and services contracts, revenue is based on the volume of solutions and services provided. As a result, revenue anticipated at contract signing are not guaranteed. Some of our contracts may permit termination at the client's discretion before the end of the contract term or may permit termination or impose other penalties if we do not meet the performance levels specified in the contracts, particularly for government and public sector clients. In addition, from time to time, the company is involved in disputes and legal proceedings with our clients concerning solutions and services that the company has provided. Some of our commercial contracts require customized solutions, features, configurations and functions, and, in such a customized environment, there have been and may continue to be claims for failure to perform. In such cases, we have not, and in the future may not, achieve expected revenue and profit from certain commercial contracts.

***Future results depend in part on the pricing, performance and capabilities of third parties with whom we have commercial relationships.***

We maintain business relationships and transact with our alliance partners, suppliers and other third parties that have complementary solutions, services or skills. Future results will depend, in part, on the pricing, performance and capabilities of these third parties, including the use of services and solutions involving emerging technologies like AI. Inflation may lead to higher labor and other costs charged by these third parties, and supply chain disruptions may make them unable to deliver in a timely manner, which could adversely affect our results of operations. Additionally, the financial condition of, and our relationship with, distributors and other indirect partners can impact our ability to serve current and potential clients and end users effectively and efficiently.

***If we are unable to protect or enforce our intellectual property rights, our services or solutions infringe upon the intellectual property rights of others or we lose our ability to utilize the intellectual property of others, our business could be adversely affected.***

Our success depends, in part, upon our ability to obtain intellectual property protection for our proprietary platforms, methodologies, processes, software, hardware and other solutions. Existing laws of the various countries in which we provide services or solutions may offer only limited intellectual property protection. We rely upon a combination of confidentiality policies and procedures, nondisclosure and other contractual arrangements, and patent, trade secret, copyright and trademark laws to protect our intellectual property rights. These laws are subject to change at any time and could further limit our ability to obtain or maintain intellectual property protection. There is uncertainty concerning the scope of patent and other intellectual property protection for software and business methods, which are fields in which we rely on intellectual property laws to protect our rights. Even where we obtain intellectual property protection, our intellectual property rights may not prevent or deter competitors, current or former employees, or other third parties from reverse engineering our solutions or proprietary methodologies and processes or independently developing services or solutions similar to, or duplicative of, ours. Further, the steps we take in this regard might not be adequate to prevent or deter infringement or other misappropriation of our intellectual property by competitors, current or former employees or other third parties, and we might not be able to detect unauthorized use of, or take appropriate and timely steps to enforce, our intellectual property rights. For example, we have brought and may continue to bring lawsuits to protect our intellectual property, proprietary and other confidential information. Enforcing our rights requires considerable time, money and oversight, and we may not be successful in enforcing our rights.

In addition, we cannot be sure that our services and solutions, including, for example, our software and hardware solutions, or the solutions of others that we offer to our clients, do not infringe on the intellectual property rights of third parties (including competitors as well as non-practicing holders of intellectual property assets), and these third parties could claim that we or our clients are infringing upon their intellectual property rights. Furthermore, although we have established policies and procedures to respect the intellectual property rights of third parties and that prohibit the unauthorized use of intellectual property, we may not be aware if our associates have misappropriated and/or misused intellectual property, and their actions could result in claims of intellectual property misappropriation and/or infringement from third parties. Our use of emerging technologies like AI could also expose us to intellectual property disputes and litigation. These claims could harm our reputation, cause us to incur substantial costs or prevent us from offering some services or solutions in the future. Any related proceedings could require us

to expend significant resources over an extended period of time. In most of our contracts, we agree to indemnify our clients for expenses and liabilities resulting from claimed infringements of the intellectual property rights of third parties used to provide our solutions or perform our services. In some instances, the amount of these indemnities could be greater than the revenues we receive from the client. Any claims or litigation in this area could be time-consuming and costly, damage our reputation and/or require us to incur additional costs to obtain the right to continue to offer a service or solution to our clients. If we cannot secure this right at all or on reasonable terms, or we are unable to implement alternative technology in a cost-effective manner, our results of operations could be materially adversely affected. The risk of infringement claims against us may increase as we expand our business.

Further, we rely on third-party software, hardware and other intellectual property in providing some of our services and solutions. If we lose our ability to continue using any such software, hardware or intellectual property for any reason, including because it is found to infringe the rights of others, we will need to obtain substitutes or seek alternative means of obtaining the technology necessary to continue to provide such services and solutions. Our inability to replace such software, hardware or intellectual property effectively or in a timely and cost-effective manner could materially adversely affect our results of operations.

***We could face business and financial risk through the completion of acquisitions or dispositions.***

As part of our business strategy, we have and may acquire complementary technologies, solutions, services and businesses, or dispose of existing technologies, solutions, services and businesses, including transactions of a material size. In the event we do not have cash sufficient to make such opportunistic acquisitions, any acquisitions may result in the incurrence of substantial additional indebtedness or contingent liabilities. Acquisitions could also result in potentially dilutive issuances of equity securities and an increase in amortization expenses related to intangible assets. Potential risks with respect to dispositions include difficulty finding buyers or alternative exit strategies on acceptable terms in a timely manner; potential loss of employees or clients; dispositions at unfavorable prices or on unfavorable terms, including relating to retained liabilities; and post-closing indemnity claims. The risks associated with acquisitions, including integration, and dispositions could have a material adverse effect upon our business, financial condition and results of operations. There can be no assurance that we will be successful in consummating future acquisitions or dispositions on favorable terms or at all.

**LEGAL AND REGULATORY**

***Our global operations expose us to numerous and sometimes conflicting legal and regulatory requirements, and violations of these legal and regulatory requirements could harm our business and cause reputational risk.***

We are subject to numerous, changing, and sometimes conflicting, legal and regulatory regimes on matters as diverse as anti-corruption, import/export controls, content requirements, trade restrictions, tariffs, taxation, sanctions, immigration, internal and disclosure control obligations, securities regulation, including climate and other sustainability regulations and reporting requirements, anti-competition, anti-money-laundering, data privacy and protection such as those in the United States and the European Union with the General Data Protection Regulation (GDPR), cybersecurity directives in the European Union such as the Network and Information Security Directive, government compliance, wage-and-hour standards, employment and labor relations, product liability, health and safety, environmental, human rights and AI regulations, including the European Union Artificial Intelligence Act. The sanctions environment has resulted in new sanctions and trade restrictions, which may impair trade with sanctioned individuals and countries, and result in negative impacts to regional trade ecosystems among our clients, our alliance partners, and ourselves.

The global nature of our operations, including emerging markets where legal and regulatory systems may be less developed or understood by us, and the diverse nature of our operations across several regulated industries, further increases the difficulty of compliance. Compliance with diverse legal or regulatory requirements is costly, time-consuming and requires significant resources. Violations of one or more of these regulations in the conduct of our business or in connection with the performance of our obligations to our clients have occurred and resulted in fines and penalties, claims, money damages and other sanctions, and could result in additional significant fines and penalties, monetary damages, enforcement actions and/or criminal prosecutions or sanctions against us and/or our employees, prohibitions on doing business, restrictions on our ability to carry out our contractual obligations to our clients and damage to our reputation.

Due to the varying degrees of development of the legal and regulatory systems of the countries in which we operate, local laws may not be well developed or provide clear guidance or they may be insufficient to protect our rights. In many parts of the world, including countries in which we operate and/or seek to expand, we may be unable to conform to practices in the local business community as they might be inconsistent with international business standards and could violate anti-corruption laws or regulations, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010, or economic and trade restrictions administered by the U.S. Treasury Department's Office of Foreign Assets Control. Our employees, alliance partners and third parties, including companies we acquire and their employees, subcontractors, vendors and agents, other third parties

with which we work and our clients, could take actions that violate policies or procedures designed to promote legal and regulatory compliance or applicable anti-corruption laws or regulations. Violations of these laws or regulations by us, our employees, any of these third parties or our clients could subject us to investigations or criminal and civil enforcement actions (whether or not we participated or knew about the actions leading to the violations), including fines or penalties, disgorgement of profits and suspension or disqualification from work, any of which could materially adversely affect our business, including our results of operations and our reputation.

Changes in laws and regulations could also mandate significant and costly changes to the way we implement our services and solutions or could impose additional taxes on our services and solutions. For example, changes in laws and regulations to limit using off-shore resources in connection with our work or to penalize companies that use off-shore resources, which have been proposed from time to time in various jurisdictions, could adversely affect our results of operations. Such changes may result in contracts being terminated or work being transferred onshore, resulting in greater costs to us, and could have a negative impact on our ability to obtain future work from government clients.

In addition, several jurisdictions where we operate have legislation regulating AI and non-personal data that may impose significant requirements on how we design, build and deploy AI and handle non-personal data for ourselves and our clients. For example, some jurisdictions have established extensive new standards for AI safety and security. Other jurisdictions may decide to adopt similar or more restrictive legislation that may render the use of such technologies challenging. These obligations may make it harder for us to conduct our business using AI, lead to regulatory fines or penalties, require us to change our solutions and services offerings or business practices, or prevent or limit our use of AI. If we cannot use AI, or that use is restricted, our business may be less efficient, or we may be at a competitive disadvantage. Any of these factors could adversely affect our business, financial condition, and results of operations.

***Global expectations relating to environmental, social and governance considerations expose us to potential liabilities, reputational harm and could adversely affect our business, results of operations, financial condition, stock price or reputation.***

Global companies across all industries are facing increasing scrutiny relating to their corporate responsibility policies. Evolving stakeholder expectations and our efforts and ability to manage these issues present numerous operational, regulatory, reputational, financial, legal, and other risks, any of which may be outside of our control or could have adverse impacts on our business, including on our stock price.

Increasing focus on business responsibility matters has resulted in, and is expected to continue to result in, the adoption of legal and regulatory requirements related to environmental, social and governance matters. If new laws or regulations are more stringent than current legal or regulatory requirements, we may experience increased compliance burdens and costs to meet such obligations. In addition, stakeholders, including stockholders, customers, employees and federal, state and international authorities, may have differing and sometimes conflicting priorities and expectations regarding sustainability. Such divergent, sometimes conflicting views, increase the risk that any action or lack thereof by us on such matters will be perceived negatively by some stakeholders. For example, our selection of voluntary environmental disclosure frameworks and standards, and the interpretation or application of those frameworks and standards, may change from time to time or may not meet the expectations of investors or other stakeholders.

Our ability to achieve our environmental sustainability commitments is subject to numerous risks, many of which are outside of our control. In addition, standards for tracking and reporting on sustainability matters, including climate change and greenhouse gas emissions, have not been harmonized and continue to evolve. Methodologies for reporting sustainability data may be updated and previously reported sustainability data may be adjusted to reflect improvement in availability and quality of third-party data, changing assumptions, changes in the nature and scope of our operations, and other changes in circumstances. Our processes and controls for reporting sustainability matters across our operations are evolving along with multiple disparate standards for identifying, measuring, and reporting sustainability metrics, including climate-related disclosures that may soon be required by the California climate legislation and European Union climate legislation, which will require reporting disclosures on the Corporate Sustainability Report Directive starting as early as 2026 for the fiscal year ending December 31, 2025, which could result in significant revisions to our current environmental goals, reported progress in achieving such goals, or ability to achieve such goals in the future.

***Legal proceedings and environmental matters have and may continue to impact our results of operations, cash flows and business.***

Various lawsuits, claims, investigations and proceedings have been brought or asserted against us relating to matters arising in the ordinary course of business, including actions with respect to commercial and government contracts, labor and employment, employee benefits, intellectual property, environmental, securities, and non-income tax matters. We are also subject to a variety

of legal and environmental compliance risk, including with respect to predecessor company operations, which have led or may lead to lawsuits and environmental remedial actions at former or third-party sites. Significant current matters are disclosed in Note 18, "Litigation and contingencies" of the Notes to Consolidated Financial Statements in Part II, Item 8 of this Form 10-K. Regardless of the outcome of any individual matter, litigation and environmental matters have impacted and could continue to impact our results of operations, cash flows and business. In addition, legal proceedings or environmental matters may arise in the future with respect to our existing and legacy operations that may adversely affect our business.

***If we fail again to maintain an effective system of internal control over financial reporting and disclosure controls and procedures, our ability to report timely and accurate financial results or comply with applicable regulations could be impaired, and our business and operating results may be adversely affected.***

If we fail again to maintain the adequacy of our internal control over financial reporting, we will not be able to conclude on an ongoing basis that we have effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act of 2002. If we fail to achieve and maintain an effective internal control environment, we could suffer misstatements in our financial statements and fail to meet our reporting obligations, which could cause investors to lose confidence in our reported financial information and result in significant expenses to remediate.

Following the identification during the fourth quarter of 2022 of material weaknesses in our disclosure controls and procedures and internal control over financial reporting, which has since been remediated, we have expended, and anticipate we will continue to expend, significant resources including accounting-related costs and costs associated with significant management oversight to maintain and improve the effectiveness of our disclosure controls and procedures and our internal control over financial reporting. If any of these new or improved controls and systems do not perform as expected, we may experience material weaknesses in our controls, which could result in material misstatements in our financial statements and a failure to meet our reporting and financial obligations, each of which could have a material adverse effect on our financial condition. If we are unable to continue to meet these requirements, we may not be able to remain listed on the New York Stock Exchange. In addition, testing and maintaining internal controls may divert our management's attention from other matters that are important to our business.

We have received, and may receive in the future, regulatory, investigative and enforcement inquiries, subpoenas or demands arising from, related to, or in connection with these matters, including as disclosed in Note 18, "Litigation and contingencies" of the Notes to Consolidated Financial Statements in Part II, Item 8 of this Form 10-K. Professional costs resulting from litigation and contingencies have been significant and may be significant in the future. Although we believe that no significant business has been lost to date, it is possible that a change in the perceptions of our clients could occur as a result. In addition, as a result of the investigation and remediation efforts, certain operational changes have occurred and may continue to occur in the future. Any or all of these could directly or indirectly have a material adverse effect on our operations and/or financial performance.

## **ACCOUNTING**

***Impairment of goodwill or intangible assets has negatively impacted our results of operations. If goodwill or intangible assets are further or fully impaired in the future, our results of operations will be negatively impacted further.***

On an annual basis, and whenever circumstances arise, we review goodwill and intangible assets for impairment. The impairment test is based on several factors, estimates and assumptions, including macroeconomic conditions, industry and market considerations, overall financial performance, market capitalization and relevant entity-specific events. Significant changes to these factors could impact the assumptions used in calculating the fair value of goodwill or intangible assets and may indicate potential impairment. As described in Note 1, "Summary of significant accounting policies" of the Notes to Consolidated Financial Statements in Part II, Item 8 of this Form 10-K, during the third quarter of 2024, we determined that a triggering event had occurred and therefore performed a quantitative goodwill impairment test for the Digital Workplace Solutions reporting unit, which resulted in a goodwill impairment charge of \$39.1 million. In the fourth quarter of 2024, we completed our annual goodwill assessment for all of our reporting units and no additional impairment charge was recognized as of December 31, 2024.

We will continue to conduct an impairment analysis of our goodwill and intangible assets on an annual basis, as well as whenever there are events or changes in circumstances (triggering events), which indicate that the carrying amount may not be recoverable. We could be required to record additional impairment charges in the future if any recoverability assessments reflect estimated fair values that are less than the recorded values of our reporting units. Further impairments of our goodwill or intangible assets could adversely affect our results of operations.

***Our ability to use our net operating loss (NOL) carryforwards and certain other tax attributes may be limited.***

As of December 31, 2024, we had \$1.6 billion in U.S. federal NOL carryforwards, for which we currently maintain a full valuation allowance. A corporation's ability to deduct its U.S. federal NOL carryforwards and utilize certain other available tax

attributes can be substantially constrained under the general annual limitation rules of Section 382 of the U.S. Internal Revenue Code (Section 382) if it undergoes an "ownership change" as defined in Section 382 (generally where cumulative stock ownership changes among material stockholders exceed 50 percent during a rolling three-year period). Similar rules may apply under state tax laws. A future tax "ownership change" pursuant to Section 382 or future changes in tax laws that impose tax attribute utilization limitations may severely limit or effectively eliminate our ability to utilize our NOL carryforwards and other tax attributes.

Other factors discussed in this report, although not listed here, also could materially affect our future results.

## ITEM 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

## ITEM 1C. CYBERSECURITY

### Cybersecurity Risk Management and Strategy

#### *Unisys' process for assessing, identifying and managing material risks from cybersecurity threats .*

Protecting information, including that of our clients, is a top priority. Our overall cybersecurity and privacy strategy is to protect our customers' information and assets as well as ours to enable agility in the business. We have expertise, dedicated resources and technology to identify, assess, respond to and mitigate material risks from cybersecurity threats. Our Global Information Security organization (GIS), led by our Chief Information Security Officer (CISO), manages Unisys' cybersecurity risk identification, detection, assessment, response, mitigation and remediation processes, and interfaces with other departments, including business units, the information technology and legal departments, and enterprise risk management, to facilitate the risk management processes and ensure the policies and procedures established by GIS are integrated into our overall enterprise risk management system. GIS processes also work in tandem with the processes maintained by our Global Privacy Office (GPO).

Through our GPO, we deploy functional and business unit-specific approaches to data and privacy compliance sharing threat intelligence daily and collaborate closely with the Corporate Information Technology (CIT) organization to build process and playbooks for cyber-resiliency. Taking into consideration the processes established by GIS and CIT, our GPO has developed a framework of policies, procedures and other initiatives that are implemented across Unisys to help meet data privacy requirements. Our GPO is supported by a network of data protection officers, attorneys and privacy specialists; and manages privacy software that is used across Unisys to facilitate privacy impact assessments. The GPO also records data processing activities, maps data flows and follows evolving privacy regulatory guidance for countries in which we operate and adjusts standards as necessary.

Our dedicated cybersecurity incident response team, the Security Incident Response Team (SIRT), is comprised of internal resources and an external vendor, Managed Security Services Provider (MSSP). The MSSP triages and validates true positive events and then communicates to the internal SIRT team for deeper investigation and response.

Our physical and technological cybersecurity controls include, among other items:

- perimeter and endpoints firewalls, intrusion prevention systems, endpoint detection and response, Attack Surface Management, multi-factor authentication and email protection;
- routine testing of and training on our IT systems, including test phishing emails and awareness training opportunities;
- automation and alerts via embedded tools and procedures to monitor data and notify us of threats or other potential unauthorized occurrences on or conducted through our systems;
- multiple mechanisms by which employees can report cybersecurity and data privacy concerns, including a "Report Phish" button in the email application;
- a vulnerability management program designed to protect our external and internal networks and critical assets;
- bug bounty capability, enabling ethical hackers to simulate real-world attacks to identify and report vulnerabilities;
- secure coding and development; and
- security and operations framework and tools.

We design and assess our cybersecurity policies, standards and practices following recognized frameworks established by the National Institute of Standards and Technology, the International Organization for Standardization and other applicable industry standards. We have established written policies that are provided to all associates regarding identification, classification of severity and escalation of cybersecurity incidents and we provide annual and ongoing cybersecurity awareness training for our associates — including regular training on information security and data privacy policies. We also perform internal audits on our cybersecurity and data privacy practices.

We regularly engage third-party cybersecurity experts to supplement our cybersecurity risk management efforts, including those we engage to conduct periodic cybersecurity risk assessments. During 2024, Unisys engaged an external security firm to

conduct several cybersecurity tabletop exercises. Additionally, we worked with an audit firm and directed several audits related to cybersecurity.

Unisys recognizes the importance of overseeing and identifying material risks from cybersecurity threats associated with our use of third-party service providers. We have a Third Party Risk Management (TPRM) program, which is integrated into our procurement process and involves cybersecurity risk oversight and identification components. Our TPRM program includes policies and standards requiring that we perform cybersecurity due diligence reviews on our vendors based on the risk profile of a particular supplier or service provider or the service they provide. We also monitor certain of our principal suppliers and service providers on an ongoing basis by using an outside-in, hacker perspective of a company's cybersecurity posture through an external service provider.

***Whether any risks from cybersecurity threats, including as a result of any previous cybersecurity incidents, have materially affected or are reasonably likely to materially affect Unisys, including its business strategy, results of operations, or financial condition and if so, how.***

The information set forth under "Risk Factors" (Part I, Item 1A of this Form 10-K) — "We have been and could be vulnerable to disruption in our IT systems, cyber incidents, security breaches and loss of data (associate and client) that have occurred, and may continue to occur, and have resulted in and could continue to result in the incurrence of significant costs and harm to our business and reputation." — on page [15](#) of this Annual Report on Form 10-K is hereby incorporated by reference. As of December 31, 2024, our financial condition, results of operations or business strategy have not been materially affected by risks from cybersecurity threats, including as a result of previously identified cybersecurity incidents, but we cannot provide assurance that they will not be materially affected in the future by such risks or any future material incidents.

#### **Cybersecurity Governance**

##### **Board Oversight of Risks from Cybersecurity Threats**

Cybersecurity risk oversight continues to remain a top priority for the Board of Directors. The Board of Directors is responsible for oversight of Unisys' information security program, including compliance and risk management, and the review of cybersecurity risks. The Security and Risk Committee (S&RC), a Board committee comprised entirely of independent directors, assists the Board of Directors in these oversight responsibilities. Additionally, the Audit and Finance Committee has general oversight over Unisys' cybersecurity as it relates to responsibility for Unisys' internal audit function, including cybersecurity practices, compliance with legal and regulatory requirements, and internal control over financial reporting.

The S&RC's responsibilities include monitoring Unisys' enterprise risk profile and its ongoing and potential exposure to risks of various types and reviewing crisis preparedness; incident response plans; summaries of any incidents or activities; and reports or presentations from management or advisors, including third-party experts, regarding the management of enterprise risk program. The S&RC periodically meets with the CISO and Chief Privacy Officer (CPO) and briefs the full Board of Directors on cybersecurity matters.

Our S&RC chair has previously served in the role of Chief Information Officer at two large companies for over 15 years. Other members of the S&RC have extensive years of executive and operational leadership experience at several global technology and telecommunications companies.

##### **Management's Role in Assessing and Managing the Company's Material Risks from Cybersecurity Threats.**

The Disclosure Committee, a senior executive leadership committee, assists in fulfilling our obligations to maintain disclosure controls and procedures and oversees the process of preparing our periodic securities filings with the Securities and Exchange Commission. Cybersecurity incidents, based on their severity, are escalated to the Disclosure Committee by the SIRT. The Disclosure Committee is comprised of the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, General Counsel, Chief Compliance Officer and Chief Accounting Officer. The Disclosure Committee meets on a quarterly basis and more often, if necessary, and invites subject matter experts to meetings as appropriate. We have policies and procedures in place designed to provide appropriate information of any matters to our Disclosure Committee that should be considered in advance of applicable public filings, including cybersecurity matters, and to address the proper handling and escalation of information to management and the Board of Directors or a committee of the Board of Directors.

In addition to the oversight by the Board of Directors, members of our management are responsible for assessing and managing material cybersecurity risks.

Our CISO has over 34 years of experience in cybersecurity, applications, infrastructure and networks in information security.

Our CPO has over 8 years of experience serving as a Global Data Privacy Officer and practicing law specializing in data privacy among other areas.

Our Chief Information Officer (CIO) has over 20 years at Unisys with experience and knowledge of IT infrastructure, systems and operations. At Unisys, the CIO partners with our CISO and CPO on cybersecurity risk management matters.

## **ITEM 2. PROPERTIES**

As of December 31, 2024, the company did not own or lease any physical properties that are material to its business.

## **ITEM 3. LEGAL PROCEEDINGS**

Information with respect to litigation is set forth in Note 18, "Litigation and contingencies," of the Notes to Consolidated Financial Statements in Part II, Item 8 of this Form 10-K and is incorporated herein by reference.

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

Not applicable.

## **PART II**

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

#### **Market Information**

Unisys Common Stock is listed for trading on the New York Stock Exchange (trading symbol "UIS").

#### **Holders of Record**

At January 31, 2025, there were approximately 3,800 stockholders of record.

#### **Dividend Policy**

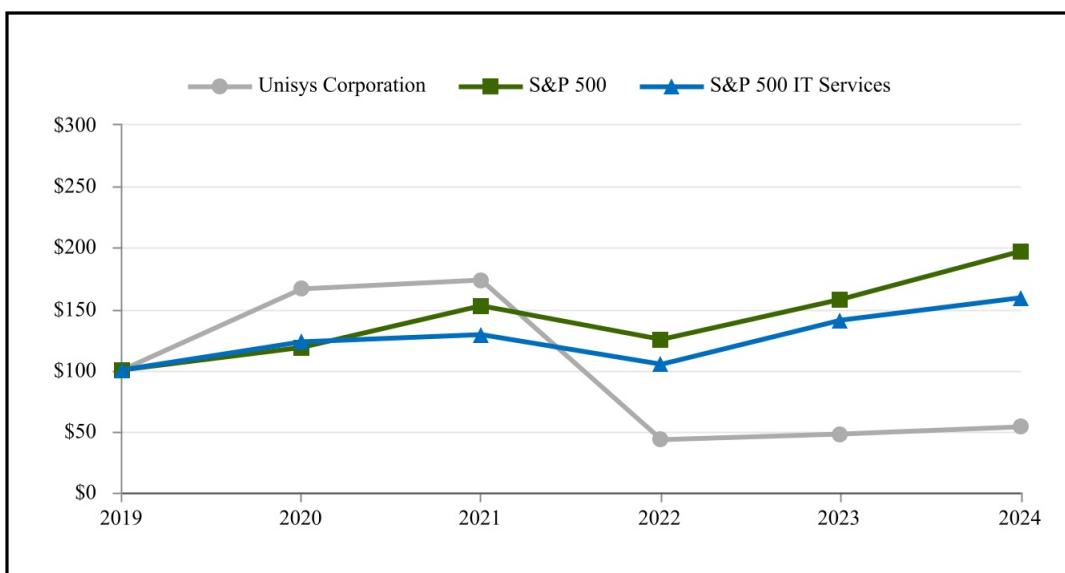
Unisys has not declared or paid any cash dividends on its Common Stock since 1990, and we do not anticipate declaring or paying cash dividends in the foreseeable future.

#### **Repurchase of Equity Securities**

None.

## Stock Performance

The following graph compares the cumulative total stockholder return on Unisys common stock during the five fiscal years ended December 31, 2024, with the cumulative total return on the Standard & Poor's 500 Stock Index and the Standard & Poor's 500 IT Services Index. The comparison assumes \$100 was invested on December 31, 2019, in Unisys common stock and in each of such indices and assumes reinvestment of any dividends.



	2019	2020	2021	2022	2023	2024
Unisys Corporation	\$ 100	\$ 166	\$ 173	\$ 43	\$ 47	\$ 53
S&P 500	\$ 100	\$ 118	\$ 152	\$ 125	\$ 158	\$ 197
S&P 500 IT Services	\$ 100	\$ 123	\$ 129	\$ 105	\$ 141	\$ 159

## ITEM 6. RESERVED

Not applicable.

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

(For a discussion of 2023 compared with 2022, refer to Part II, Item 7 contained in the company's Form 10-K for the fiscal year ended December 31, 2023.)

### Overview

In 2024, the company recorded a net loss attributable to Unisys Corporation of \$193.4 million, or \$2.79 per diluted share, compared with a loss of \$430.7 million, or \$6.31 per diluted share, in 2023. The net loss in 2024 and 2023 included \$130.6 million and \$348.9 million, respectively, of defined benefit pension plan settlement losses.

The net loss in 2024 included a goodwill impairment charge of \$39.1 million within the Digital Workplace Solutions (DWS) reportable segment and a tax provision established for certain foreign subsidiaries of \$27.3 million as the company is no longer asserting indefinite reinvestment of the earnings of those foreign subsidiaries.

During 2024, the company purchased a group annuity contract, with plan assets, for approximately \$192 million to transfer projected benefit obligations related to one of the company's U.S. defined benefit pension plans. This action resulted in a pre-tax settlement loss of \$130.1 million in 2024.

During 2023, the company purchased two group annuity contracts, with pension plan assets, for approximately \$516 million to transfer projected benefit obligations related to the company's U.S. defined benefit pension plans. These actions resulted in pre-tax settlement losses of \$348.2 million in 2023.

### Results of operations

#### Company results

Revenue for 2024 was \$2.01 billion compared with \$2.02 billion for 2023, a decrease of 0.3%. Foreign currency fluctuations had a negligible impact on revenue in 2024 compared with 2023.

Revenue from international operations for 2024 was \$1.14 billion compared with \$1.13 billion for 2023, an increase of 1.6%. Foreign currency had a negligible impact on international revenue in 2024 compared with 2023. Revenue from U.S. operations was \$864.1 million for 2024 compared with \$889.0 million for 2023, a decrease of 2.8%.

During 2024, the company recognized cost-reduction charges and other costs of \$20.6 million. The net charges related to workforce reductions were \$13.5 million, principally related to severance costs, and were comprised of: (a) a charge of \$23.7 million and (b) a credit of \$10.2 million for changes in estimates. In addition, the company recorded net charges of \$7.1 million comprised of a charge of \$4.4 million for an asset impairment, a charge of \$2.6 million for net foreign currency losses related to exiting foreign countries and a net charge of \$0.1 million for other expenses and changes in estimates related to other cost-reduction efforts.

During 2023, the company recognized cost-reduction charges and other costs of \$9.3 million. The net charges related to workforce reductions were \$8.3 million, principally related to severance costs, and were comprised of: (a) a charge of \$15.2 million and (b) a credit of \$6.9 million for changes in estimates. In addition, the company recorded net charges of \$1.0 million comprised of charges of \$4.7 million primarily related to professional fees and other expenses related to cost-reduction efforts and a credit of \$3.7 million for net foreign currency gains related to exiting foreign countries.

The cost reduction charges (credits) were recorded in the following statement of income (loss) classifications:

Year ended December 31,	2024		2023	
Cost of revenue				
Services	\$	8.0	\$	4.9
Technology		4.1		0.7
Selling, general and administrative		6.0		6.9
Research and development		(0.1)		0.5
Other (expenses), net		2.6		(3.7)
Total	\$	20.6	\$	9.3

Gross profit and gross profit margin were \$585.9 million and 29.2% in 2024, respectively, and \$551.3 million and 27.4% in 2023, respectively. The increases in gross profit and gross profit margin in 2024 were primarily due to delivery modernization

and labor cost savings initiatives, partially offset by higher cost reduction charges in 2024. Prior year gross profit margin was negatively impacted by certain adjustments related to a previously exited contract.

Selling, general and administrative expenses were \$424.2 million in 2024 (21.1% of revenue) and \$450.3 million in 2023 (22.3% of revenue). The decrease was primarily driven by lower professional services.

Research and development (R&D) expenses in 2024 were \$25.2 million compared with \$24.1 million in 2023.

In 2024, the company reported an operating profit of \$97.4 million compared with an operating profit of \$76.9 million in 2023. The increase in 2024 was primarily driven by higher gross profit and lower selling, general and administrative expenses as discussed above, partially offset by a goodwill impairment charge of \$39.1 million related to the DWS reportable segment. See Note 1, "Summary of significant accounting policies" of the Notes to Consolidated Financial Statements for details on the goodwill impairment.

Interest expense was \$31.9 million in 2024 compared with \$30.8 million in 2023.

Other (expense), net was expense of \$140.8 million in 2024 compared with expense of \$393.9 million in 2023. Other (expense), net in 2024 and 2023 included \$130.6 million and \$348.9 million, respectively, of pension settlement losses. Additionally, other (expense), net in 2024 included a gain of \$40.0 million related to a favorable settlement of a litigation matter and a net gain of \$14.9 million related to a favorable judgment received in a Brazilian services tax matter. See Note 6, "Other (expense), net," of the Notes to Consolidated Financial Statements for details of other (expense), net.

Pension expense in 2024 was \$182.8 million compared with \$391.3 million in 2023. Pension expense in 2024 and 2023 included \$130.6 million and \$348.9 million, respectively, of settlement losses primarily related to the company's U.S. defined benefits plans. See Note 17, "Employee plans," of the Notes to Consolidated Financial Statements for details of the settlement losses.

The loss before income taxes in 2024 was \$75.3 million compared with a loss of \$347.8 million in 2023. The net loss in 2024 and 2023 included \$130.6 million and \$348.9 million, respectively, of settlement losses related to the company's defined benefit pension plans. Additionally, the loss before income taxes in 2024 included a goodwill impairment charge of \$39.1 million related to the DWS reportable segment.

The provision for income taxes in 2024 was \$117.9 million compared with a provision of \$79.3 million in 2023. The change in the tax provision was primarily driven by a provision of \$27.3 million established for certain foreign subsidiaries for which the company is no longer asserting indefinite reinvestment of earnings, the geographic distribution of income and the net change in the valuation allowances of approximately \$7.9 million, primarily in the United Kingdom. The effective tax rate in 2024 and 2023 was (156.6)% and (22.8)%, respectively, primarily driven by U.S. operating losses with no tax benefit as the deferred tax assets are subject to a full valuation allowance and non-creditable withholding taxes in the U.S. and jurisdictions with no valuation allowance that are subject to tax. Additionally, the effective tax rate in 2024 was impacted by a change in the company's indefinite reinvestment assertion of the earnings in certain foreign subsidiaries. See Note 7, "Income taxes," of the Notes to Consolidated Financial Statements for further details.

The company evaluates quarterly the realizability of its deferred tax assets by assessing its valuation allowance and by adjusting such amount, if necessary. The company records a tax provision or benefit for those international subsidiaries that do not have a full valuation allowance against their deferred tax assets. Any profit or loss recorded for the company's U.S. operations will have no provision or benefit associated with it due to the company's valuation allowance, except with respect to refundable tax credits and withholding taxes not creditable against future taxable income. As a result, the company's provision or benefit for taxes may vary significantly period to period depending on the geographic distribution of income.

The realization of the company's net deferred tax assets as of December 31, 2024 is primarily dependent on the ability to generate sustained taxable income in various jurisdictions. Judgment is required to estimate forecasted future taxable income, which may be impacted by future business developments, actual results, strategic operational and tax initiatives, legislative, and other economic factors and developments. During 2024 and 2023, the company determined that a portion of its non-U.S. net deferred tax assets required an additional valuation allowance. The net change in the valuation allowance impacting the effective tax rate in 2024 was approximately \$7.9 million, primarily in the United Kingdom, and in 2023, the net change was approximately \$2.1 million, primarily in Latin America.

It is at least reasonably possible that the company's judgment about the need for, and level of, existing valuation allowances could change in the near term based on changes in objective evidence such as further sustained income or loss in certain jurisdictions, as well as the other factors discussed above, primarily in certain jurisdictions outside of the United States. As such, the company will continue to monitor income levels and mix among jurisdictions, potential changes to the company's operating and tax model, and other legislative or global developments in its determination. It is reasonably possible that such changes could result in a material impact to the company's valuation allowance within the next 12 months. Any increase or decrease in the valuation allowance would result in additional or lower income tax expense in such period and could have a significant impact on that period's earnings.

In 2021, the Organization for Economic Cooperation and Development introduced a framework to implement a global minimum corporate tax of 15%, referred to as Pillar Two, effective January 1, 2024, and onward. While it is uncertain whether the U.S. will enact legislation to adopt Pillar Two, certain countries in which the company operates have adopted such legislation, and other countries are in the process of introducing legislation to implement this minimum tax directive. Pillar Two did not have a material effect on the company's global effective tax rate and its consolidated financial statements.

The net loss attributable to Unisys Corporation for 2024 was \$193.4 million, or \$2.79 per diluted share, compared with a net loss of \$430.7 million, or \$6.31 per diluted share in 2023. The net loss in 2024 and 2023 included \$130.6 million and \$348.9 million, respectively, of settlement losses, net of tax, related to the company's defined benefit pension plans. Additionally, the net loss in 2024 included a goodwill impairment charge of \$39.1 million related to the DWS reportable segment and a tax provision of \$27.3 million established for certain foreign subsidiaries for which the company is no longer asserting indefinite reinvestment of earnings.

#### **Segment results**

The company's reportable segments are as follows:

- Digital Workplace Solutions (DWS), which provides workplace solutions featuring intelligent workplace services, proactive experience management and collaboration tools to support business growth;
- Cloud, Applications & Infrastructure Solutions (CA&I), which provides digital transformation in the areas of cloud migration and management, applications and infrastructure transformation and modernization solutions; and
- Enterprise Computing Solutions (ECS), which provides solutions that harness secure, high-intensity enterprise computing and enable digital services through software-defined operating environments.

The company evaluates the performance of the segments based on segment revenue and segment gross profit. Segment revenue and segment gross profit are exclusive of certain activities and expenses that are not allocated to specific segments related to certain non-core business activities including the company's business process solutions, which primarily provides for the management of processes and functions for clients in select industries, and a U.K. business process outsourcing consolidated joint venture. Additionally, certain expenses such as restructuring charges, amortization of purchased intangibles and unusual and nonrecurring items are not allocated to specific segments. These amounts are combined within other revenue and other gross profit (loss) to arrive at consolidated revenue and consolidated gross profit (loss). See Note 20, "Segment information," of the Notes to Consolidated Financial Statements for the reconciliations of segment revenue to total consolidated revenue and segment gross profit to total consolidated loss before income taxes.

Information by reportable segment is presented below:

(millions)	Total Segments	DWS	CA&I	ECS
<b>2024</b>				
Revenue	\$ 1,701.7	\$ 523.5	\$ 526.9	\$ 651.3
Gross profit percent	33.0 %	15.7 %	16.5 %	60.2 %
<b>2023</b>				
Revenue	\$ 1,725.1	\$ 546.1	\$ 531.0	\$ 648.0
Gross profit percent	32.2 %	14.0 %	15.4 %	61.2 %

DWS revenue was \$523.5 million in 2024 and \$546.1 million in 2023, a decrease of 4.1%. The decline in revenue in 2024 was primarily driven by lower volume with existing clients, partially offset by revenue from expansion and new scope for existing clients and new logo contracts, as compared to the prior-year period. Foreign currency fluctuations had a negligible impact on DWS revenue in 2024 compared with 2023. Gross profit percent was 15.7% in 2024 and 14.0% in 2023. The increase in gross profit percent in 2024 compared with 2023 was primarily driven by delivery modernization and efficiency initiatives.

CA&I revenue was \$526.9 million in 2024 and \$531.0 million in 2023, a decrease of 0.8%. Foreign currency fluctuations had a negligible impact on CA&I revenue in 2024 compared with 2023. Gross profit percent was 16.5% in 2024 and 15.4% in 2023. The increase in gross profit percent in 2024 compared with 2023 was primarily driven by labor cost savings initiatives.

ECS revenue was \$651.3 million in 2024 and \$648.0 million in 2023, an increase of 0.5%. Foreign currency fluctuations had a negligible impact on ECS revenue in 2024 compared with 2023. Gross profit percent was 60.2% in 2024 and 61.2% in 2023. The decrease in gross profit percent in 2024 compared with 2023 was primarily driven by a higher proportion of hardware revenue, which has a lower gross margin relative to license renewals.

## New accounting pronouncements

See Note 2, "Recent accounting pronouncements and accounting changes," of the Notes to Consolidated Financial Statements for a full description of recent accounting pronouncements, including the expected dates of adoption and estimated effects on the company's consolidated financial statements.

## Financial condition

The company's principal sources of liquidity are cash on hand, cash from operations and its revolving credit facility, discussed below. The company and certain international subsidiaries have access to uncommitted lines of credit from various banks. The company believes that it will have adequate sources of liquidity to meet its expected cash requirements through at least the next twelve months.

Cash and cash equivalents at December 31, 2024 were \$376.5 million compared with \$387.7 million at December 31, 2023.

As of December 31, 2024, \$265.2 million of cash and cash equivalents were held by the company's foreign subsidiaries and branches operating outside of the U.S. The company may not be able to readily transfer approximately one-fifth of these funds out of the country in which they are located as a result of local restrictions, contractual or other legal arrangements or commercial considerations. Additionally, any transfers of these funds to the U.S. in the future may require the company to accrue or pay withholding or other taxes on a portion of the amount transferred. At December 31, 2024, the company maintained cash balances in various operating accounts in excess of federally insured limits. The company monitors this risk by evaluating the creditworthiness of the financial institutions.

During 2024, cash provided by operating activities was \$135.1 million compared with cash provided by operations of \$74.2 million during 2023. The increase in operating cash in 2024 was primarily due to lower international pension contributions and favorable settlements of legal and other matters.

Cash used for investing activities during 2024 was \$97.4 million compared with cash used for investing activities of \$69.6 million during 2023. Net purchases of foreign exchange forward contracts were \$17.3 million in 2024 compared with net proceeds of \$11.2 million in 2023. Proceeds from foreign exchange forward contracts and purchases of foreign exchange forward contracts represent derivative financial instruments used to manage the company's currency exposure to market risks from changes in foreign currency exchange rates. In addition, capital additions of properties were \$16.0 million in 2024 compared with \$21.3 million in 2023, capital additions of outsourcing assets were \$16.3 million in 2024 compared with \$11.4 million in 2023 and the investment in marketable software was \$47.5 million in 2024 compared with \$46.0 million in 2023.

Cash used for financing activities during 2024 was \$18.1 million compared with cash used for financing activities of \$17.3 million during 2023.

In March 2024, the company purchased a group annuity contract, with plan assets, for approximately \$192 million to transfer projected benefit obligations related to approximately 3,800 retirees of one of the company's U.S defined benefit pension plans. This action resulted in a pre-tax settlement loss of \$130.1 million for the year ended December 31, 2024.

In March 2023, the company purchased a group annuity contract, with plan assets, for approximately \$263 million to transfer projected benefit obligations related to approximately 8,650 retirees of one of the company's U.S. defined benefit pension plans. This action resulted in a pre-tax settlement loss of \$181.0 million for the year ended December 31, 2023.

In November 2023, the company purchased a group annuity contract, with plan assets, for approximately \$253 million to transfer projected benefit obligations related to approximately 3,900 retirees of one of the company's U.S. defined benefit pension plans. This action resulted in a pre-tax settlement loss of \$167.2 million for the year ended December 31, 2023.

After considering the most recent group annuity contract purchase, the company has successfully reduced its global defined benefit pension obligations since December 2020 by approximately \$2.2 billion, including approximately \$1.5 billion in the U.S.

The company will continue to evaluate opportunities for additional reduction of its global defined benefit pension obligations in future periods depending on overall market conditions. Due to the company's significant pension and postretirement plans accumulated other comprehensive losses, future group annuity contract purchases could result in material non-cash settlement losses.

At the end of each year, the company estimates its future cash contributions to its global defined benefit pension plans based on year-end pension data, assumptions and agreements. In 2024, the company made cash contributions of \$21.9 million, primarily for its international defined benefit pension plans. Based on current legislation, global regulations, recent interest rates and expected returns, the company estimates future cash contributions of approximately \$92 million in 2025, primarily for its U.S. defined benefit pension plans. The company estimates totaled cash contributions to its U.S. and non-U.S. defined benefit pension plans of approximately \$120 million in 2026 and approximately \$750 million in the aggregate from 2027 through 2034. If the company is not able to generate sufficient cash flows from operations, it may need to obtain additional funding in order to make these contributions. Any material deterioration in the value of the company's global defined benefit pension plan assets, as well as changes in pension legislation, volatility in the capital markets, discount rate changes, asset return changes, or changes in economic or demographic trends, could require the company to make cash contributions in different amounts and on a different schedule than previously estimated.

At December 31, 2024, total debt was \$493.2 million compared with \$504.2 million at December 31, 2023. See Note 15, "Debt," of the Notes to Consolidated Financial Statements for more detailed discussion of the company's debt financing agreements including maturities by fiscal year.

The company has commitments under operating leases for certain facilities and equipment used in its operations. As of December 31, 2024, the company's operating lease liabilities were \$43.9 million. The company also has a number of finance leases for equipment, with lease liabilities totaling \$2.8 million as of December 31, 2024. See Note 5, "Leases and commitments," of the Notes to Consolidated Financial Statements for more information pertaining to future minimum lease payments relating to the company's operating and finance lease obligations.

Additionally, as described in Note 4, "Cost-reduction actions," of the Notes to Consolidated Financial Statements, the company expects to make payments of approximately \$13.0 million in 2025 related to the company's workforce reduction actions.

The company has a secured revolving credit facility (the Amended and Restated ABL Credit Facility), which was amended in October 2024 (the Amendment). Among other things, the Amendment extended the maturity from October 29, 2025 to October 29, 2027 and reduced the aggregate amount of loans and letters of credit available under the Amended and Restated ABL Credit Facility to \$125.0 million (with a limit on letters of credit of \$40.0 million), with an accordion feature provision allowing for the aggregate amount available under the credit facility to be increased up to \$155.0 million upon the satisfaction of certain specified conditions.

Availability under the credit facility is subject to a borrowing base calculated by reference to the company's receivables. At December 31, 2024, the company had no borrowings and no letters of credit outstanding, and availability under the facility was \$117.1 million. Any borrowings under the facility will be subject to variable interest rates.

The Amended and Restated ABL Credit Facility is subject to a springing maturity, under which the Amended and Restated ABL Credit Facility will immediately mature 91 days prior to the maturity of the company's 6.875% Senior Secured Notes due 2027 (the 2027 Notes) or any date on which contributions to pension funds in the United States in an amount in excess of \$100.0 million are required to be paid unless the company is able to meet certain conditions, including that the company has the liquidity (as defined in the Amended and Restated ABL Credit Facility) to cash settle the remaining outstanding balance of the

2027 Notes or the amount of such pension payments, as applicable, no default or event of default has occurred under the Amended and Restated ABL Credit Facility, the company's liquidity is above \$130.0 million and the company is in compliance with the then applicable fixed charge coverage ratio on a pro forma basis.

The Amended and Restated ABL Credit Facility is guaranteed by Unisys Holding Corporation, Unisys NPL, Inc. and Unisys AP Investment Company I, each of which is a U.S. corporation that is directly or indirectly owned by the company (the subsidiary guarantors). The facility is secured by the assets of the company and the subsidiary guarantors, other than certain excluded assets, under a security agreement entered into by the company and the subsidiary guarantors in favor of Bank of America, N.A., as agent for the lenders under the credit facility.

The company is required to maintain a minimum fixed charge coverage ratio if the availability under the Amended and Restated ABL Credit Facility falls below the greater of 10% of the lenders' commitments under the facility and \$12.5 million.

The Amended and Restated ABL Credit Facility contains customary representations and warranties, including, but not limited to, that there has been no material adverse change in the company's business, properties, operations or financial condition. The Amended and Restated ABL Credit Facility includes restrictions on the ability of the company and its subsidiaries to, among other things, incur other debt or liens, dispose of assets and make acquisitions, loans and investments, repurchase its equity, and prepay other debt. These restrictions are subject to several important limitations and exceptions. Events of default include non-payment, failure to comply with covenants, materially incorrect representations and warranties, change of control and default under other debt aggregating at least \$50.0 million, subject to relevant cure periods, as applicable.

At December 31, 2024, the company had met all covenants and conditions under its various lending and funding agreements. The company expects to continue to meet these covenants and conditions through at least the next twelve months.

At December 31, 2024, the company had outstanding standby letters of credit and surety bonds totaling approximately \$194 million related to performance and payment guarantees. On the basis of experience with these arrangements, the company believes that any obligations that may arise will not be material.

From time to time the company may explore a variety of additional debt and equity sources to fund its liquidity and capital needs.

The company may, from time to time, redeem, tender for, or repurchase its securities in the open market or in privately negotiated transactions depending upon availability, market conditions and other factors.

The company does not have any off-balance sheet arrangements that are material or reasonably likely to become material to its financial condition or results of operations.

## **Critical accounting policies and estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates, judgments and assumptions that affect the amounts reported in the financial statements and accompanying notes. Certain accounting policies, methods and estimates are particularly important because of their significance to the financial statements and because of the possibility that future events affecting them may differ from management's current judgments. The company bases its estimates and judgments on historical experience and on other assumptions that it believes are reasonable under the circumstances; however, to the extent there are material differences between these estimates, judgments and assumptions and actual results, the financial statements will be affected. Although there are a number of accounting policies, methods and estimates affecting the company's financial statements as described in Note 1, "Summary of significant accounting policies," of the Notes to Consolidated Financial Statements, the following critical accounting policies reflect the significant estimates, judgments and assumptions. The development and selection of these critical accounting policies have been determined by management of the company and the related disclosures have been reviewed with the Audit and Finance Committee of the Board of Directors.

### ***Revenue recognition***

Many of the company's sales agreements contain standard business terms and conditions; however, some agreements contain multiple performance obligations or non-standard terms and conditions. As discussed in Note 1, "Summary of significant accounting policies," of the Notes to Consolidated Financial Statements, the company enters into arrangements that may include any combination of hardware, software or services. As a result, significant contract interpretation is sometimes required to determine the appropriate accounting, including how many performance obligations are present in an arrangement, whether they should be treated as separate performance obligations and when to recognize revenue and under what method for each performance obligation.

#### **Income Taxes**

Accounting rules governing income taxes require that deferred tax assets and liabilities be recognized using enacted tax rates for the effect of temporary differences between the book and tax bases of recorded assets and liabilities. These rules also require that deferred tax assets be reduced by a valuation allowance if it is more likely than not that some portion or the entire deferred tax asset will not be realized.

At December 31, 2024 and 2023, the company had deferred tax assets in excess of deferred tax liabilities of \$1,236.5 million and \$1,263.2 million, respectively. For the reasons cited below, at December 31, 2024 and 2023, management determined that it is more likely than not that \$67.9 million and \$113.1 million, respectively, of such assets will be realized, resulting in a valuation allowance of \$1,168.6 million and \$1,150.1 million, respectively.

The company evaluates the realizability of its deferred tax assets by assessing its valuation allowance and by adjusting such amount, if necessary. The realization of the company's deferred tax assets is primarily dependent on the ability to generate sustained taxable income in various jurisdictions. Judgment is required to estimate forecasted future taxable income, which may be impacted by future business developments, actual results, strategic operational and tax initiatives, legislative, and other economic factors and developments. See "Risk Factors" (Part I, Item 1A of this Form 10-K). The company records a tax provision or benefit for those international subsidiaries that do not have a full valuation allowance against their deferred tax assets. Any profit or loss recorded for the company's U.S. operations will have no provision or benefit associated with it due to the company's valuation allowance, except with respect to refundable tax credits and withholding taxes not creditable against future taxable income. As a result, the company's provision or benefit for taxes may vary significantly from period to period depending on the geographic distribution of income.

Additionally, it is at least reasonably possible that the company's judgment about the need for, and level of, existing valuation allowances could change in the near term based on changes in objective evidence such as further sustained income or loss in certain jurisdictions, as well as the other factors discussed above, primarily in certain jurisdictions outside of the United States. As such, the company will continue to monitor income levels and mix among jurisdictions, potential changes to the company's operating and tax model, and other legislative or global developments in its determination. It is reasonably possible that such changes could result in a material impact to the company's valuation allowance within the next 12 months.

Internal Revenue Code Sections 382 and 383 provide annual limitations with respect to the ability of a corporation to utilize its net operating loss (as well as certain built-in losses) and tax credit carryforwards, respectively (Tax Attributes), against future U.S. taxable income, if the corporation experiences an "ownership change." In general terms, an ownership change may result from transactions increasing the ownership of certain stockholders in the stock of a corporation by more than 50 percentage points over a three-year period. The company regularly monitors ownership changes (as calculated for purposes of Section 382). The company has determined that, for purposes of the rules of Section 382 described above, an ownership change occurred in 2011. Any future transaction or transactions and the timing of such transaction or transactions could trigger additional ownership changes under Section 382.

As a result of the ownership change in 2011, utilization for certain of the company's Tax Attributes, U.S. net operating losses and tax credits, is subject to an overall annual limitation of \$70.6 million. The cumulative limitation as of December 31, 2024 is approximately \$405 million. This limitation will be applied to any net operating losses and then to any other Tax Attributes. Any unused limitation may be carried over to later years. Based on presently available information and the existence of tax planning strategies, the company does not expect to incur a U.S. federal cash tax liability in the near term. The company maintains a full valuation allowance against the realization of all U.S. deferred tax assets as well as certain foreign deferred tax assets in excess of deferred tax liabilities. See Note 7, "Income taxes," of the Notes to Consolidated Financial Statements.

The company's provision for income taxes and the determination of the resulting deferred tax assets and liabilities involve a significant amount of management judgment and are based on the best information available at the time. The company operates within federal, state and international taxing jurisdictions and is subject to audit in these jurisdictions. These audits can involve complex issues, which may require an extended period of time to resolve. As a result, the actual income tax liabilities in the jurisdictions with respect to any fiscal year are ultimately determined long after the financial statements have been published.

#### **Pensions**

Accounting rules governing defined benefit pension plans require that amounts recognized in financial statements be determined on an actuarial basis. The measurement of the company's pension obligations, costs and liabilities is dependent on a variety of assumptions selected by the company and used by the company's actuaries. These assumptions include estimates of the present value of projected future pension payments to plan participants, taking into consideration the likelihood of potential future events such as demographic experience. The assumptions used in developing the required estimates include the following key factors: discount rates, retirement rates, inflation, expected return on plan assets and mortality rates.

As permitted for purposes of computing pension expense, the company uses a calculated value of plan assets (which is further described below). This allows the effects of the performance of the pension plan's assets on the company's computation of

pension income or expense to be amortized over future periods. A substantial portion of the company's pension plan assets relates to its qualified defined benefit plans in the United States.

Funding requirements for its U.S. qualified pension plans are calculated by the plan's actuaries based on certain assumptions as permitted under current regulations. Changes to the benefit obligation caused by a 25 basis point change noted below are related to the balance sheet obligation and are not necessarily indicative of the impact on the funding liability.

At the end of each year, the company determines the discount rate to be used to calculate the present value of plan liabilities. Inherent in deriving the discount rate are significant assumptions with respect to the timing and magnitude of expected benefit payment obligations. The discount rate is an estimate of the current interest rate at which the pension liabilities could be effectively settled at the end of the year. In estimating this rate, the company looks to rates of return on high-quality, fixed-income investments that (a) receive one of the two highest ratings given by a recognized ratings agency and (b) are currently available and expected to be available during the period to maturity of the pension benefits. At December 31, 2024, the company determined this rate to be 6.09% for its U.S. defined benefit pension plans, an increase of 39 basis points from the rate used at December 31, 2023, and 5.10% for the company's non-U.S. defined benefit pension plans, an increase of 86 basis points from the rate used at December 31, 2023. A change of 25 basis points in the U.S. and non-U.S. discount rates causes a change in 2025 pension expense of approximately \$300 thousand in the U.S. and a nominal change in the non-U.S. pension expense, and a change in the U.S. and non-U.S. benefit obligation of approximately \$35 million and \$39 million, respectively. These estimates are intended to be illustrative based on a single 25 basis point change. The sensitivity to rate changes is not linear and additional changes in rates may result in a different impact on the pension liability. The net effect of changes in the discount rate, as well as the net effect of other changes in actuarial assumptions and experience, has been deferred, as permitted.

A significant element in determining the company's pension income or expense is the expected long-term rate of return on plan assets. The company sets the expected long-term rate of return based on the expected long-term return of the various asset categories in which it invests. The company considers the current expectations for future returns and the actual historical returns of each asset class. Also, because the company's investment policy is to actively manage certain asset classes where the potential exists to outperform the broader market, the expected returns for those asset classes are adjusted to reflect the expected additional returns. For 2025, the company has assumed that the expected long-term rate of return on U.S. plan assets will be 7.00%, and on the company's non-U.S. plan assets will be 5.32%. A change of 25 basis points in the expected long-term rate of return for the company's U.S. and non-U.S. pension plans causes a change of approximately \$4 million and \$4 million, respectively, in 2025 pension expense. The assumed long-term rate of return on assets is applied to a calculated value of plan assets, which recognizes changes in the fair value of plan assets in a systematic manner over four years. This produces the expected return on plan assets that is included in pension income or expense. The difference between this expected return and the actual return on plan assets is deferred. The net deferral of past asset gains or losses affects the calculated value of plan assets and, ultimately, future pension income or expense. At December 31, 2024, for the company's U.S. qualified defined benefit pension plans, the calculated value of plan assets was \$1.61 billion and the fair value was \$1.38 billion.

Gains and losses are defined as changes in the amount of either the projected benefit obligation or plan assets resulting from experience different from that assumed and from changes in assumptions. Because gains and losses may reflect refinements in estimates as well as real changes in economic values and because some gains in one period may be offset by losses in another and vice versa, the accounting rules do not require recognition of gains and losses as components of net pension expense of the period in which they arise.

At a minimum, amortization of an unrecognized net gain or loss must be included as a component of net pension expense for a year if, as of the beginning of the year, that unrecognized net gain or loss exceeds 10 percent of the greater of the projected benefit obligation or the calculated value of plan assets. If amortization is required, the minimum amortization is that excess above the 10 percent divided by the average remaining life expectancy of the plan participants. For the company's U.S. qualified defined benefit pension plans and non-U.S. pension plans, that period is approximately 14 and 21 years, respectively. At December 31, 2024, the estimated unrecognized loss for the company's U.S. qualified defined benefit pension plans and non-U.S. pension plans was approximately \$1.00 billion and \$490 million, respectively.

For the year ended December 31, 2024, the company recognized consolidated pension expense of \$182.8 million (which included \$130.6 million of settlement losses) compared with \$391.3 million for the year ended December 31, 2023 (which included \$348.9 million of settlement losses). For 2025, the company expects to recognize pension expense of approximately \$87.0 million. See Note 17, "Employee plans," of the Notes to Consolidated Financial Statements.

#### **Goodwill**

The company reviews goodwill for impairment annually in the fourth quarter using data as of September 30 of that year, as well as whenever there are events or changes in circumstances (triggering events), which indicate that the carrying amount may not be recoverable.

The company initially assesses qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. This qualitative assessment considers all relevant factors specific to the reporting units, including macroeconomic conditions, industry and market considerations, overall financial performance, changes in share price and relevant entity-specific events.

If, after completing the qualitative assessment, the company determines it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then the company proceeds to perform a subsequent quantitative goodwill impairment test. Alternatively, the company may elect to bypass the qualitative assessment and perform the quantitative impairment test. The quantitative goodwill impairment test compares each reporting unit's fair value to its carrying value. If the reporting unit's fair value exceeds its carrying value, no further procedures are required. However, if a reporting unit's fair value is less than its carrying value, then an impairment charge is recorded in the amount of the excess.

When the company performs the quantitative goodwill impairment test for a reporting unit, it estimates the fair value of the reporting unit using both the income approach and the market approach. The methodology used to determine the fair values using the income and market approaches, as described below, are weighted to determine the fair value for each reporting unit.

The income approach is a forward-looking approach to estimating fair value and relies primarily on internal forecasts. Within the income approach, the method used is the discounted cash flow method. The company starts with a forecast of all expected net cash flows associated with the reporting unit, which includes the application of a terminal value, and then a reporting unit-specific discount rate is applied to arrive at a net present value amount. Some of the more significant estimates and assumptions inherent in this approach include the amount and timing of projected net cash flows, long-term growth rate and the discount rate. Cash flow projections are based on management's estimates of economic and market conditions, which drive key assumptions of revenue growth rates and operating margins. The discount rate, in turn, is based on various market factors and specific risk characteristics of each reporting unit.

The market approach relies primarily on external information for estimating the fair value. Some of the more significant estimates and assumptions inherent in this approach include the selection of appropriate guideline companies and the selected performance metric used in this approach.

Estimating the fair value of reporting units requires the use of estimates and significant judgments about key assumptions. There are a number of factors, including potential events and changes in circumstances that could change in future periods, including: projected operating results; valuation multiples exhibited by the company and by companies considered comparable to the reporting units; and other macro-economic factors that could impact the discount rate. It is reasonably possible that the judgments and estimates described above could change in future periods, which could have a significant impact on the fair value of the related reporting units.

During the third quarter of 2024, the company reviewed its estimated long-term expected future cash flows for its DWS reporting unit as operating results were below estimated forecast due to the impact of the slower pace of client signings driven by the current economic environment and industry dynamics. Based on this, the company concluded that a triggering event existed and conducted a quantitative goodwill assessment for the DWS reporting unit as of September 30, 2024. The fair value of the DWS reporting unit was estimated using a combination of discounted cash flows and market-based valuation methodologies as noted above. Based on the goodwill impairment analysis performed during the third quarter of 2024, the carrying value of the DWS reporting unit exceeded its respective fair value, resulting in the recognition of a goodwill impairment charge of \$39.1 million.

During the fourth quarter of 2024, the company performed a quantitative goodwill impairment test for each reporting unit. The quantitative assessment indicated that the DWS reporting unit had a fair value that equaled its carrying value and all the other reporting units' fair values exceeded their carrying values, as such no additional impairment charge was recognized as of December 31, 2024. The CA&I reporting unit had a fair value in excess of book value, including goodwill, of 10%. The fair value of the reporting units was estimated using a combination of discounted cash flows and market-based valuation methodologies as noted above. These methodologies involve significant assumptions that are subject to variability.

The company continuously monitors and evaluates relevant events and circumstances that could unfavorably impact the significant assumptions noted above, including changes to U.S. treasury rates and equity risk premiums, tax rates, recent market valuations from transactions by comparable companies, volatility in the company's market capitalization, and general industry, market and macro-economic conditions. It is possible that future changes in such circumstances or in the inputs and assumptions used in estimating the fair value of the reporting units, could require the company to record an additional non-cash impairment charge.

Goodwill by reporting unit at December 31, 2024, was as follows:

Reporting unit	Carrying Amount
DWS	\$ 101.3
CA&I	38.0
ECS	98.3
Other	10.3
<b>Total</b>	<b>\$ 247.9</b>

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

### **Interest rate risk**

The company has exposure to interest rate risk from its debt. In an effort to manage interest rate exposures, the company strives to achieve an acceptable balance between fixed and variable debt positions. As of December 31, 2024, substantially all of the company's total long-term debt is at a fixed rate and therefore does not expose the company to risk related to rising interest rates. See Note 15, "Debt," of the Notes to Consolidated Financial Statements. Although at December 31, 2024 the company had no outstanding borrowings under the Amended and Restated ABL Credit Facility, future borrowings, if any, will be subject to variable interest rates.

As of December 31, 2024, the company had outstanding \$481.6 million (\$485.0 million face value) of 6.875% senior secured notes due 2027 (the 2027 Notes). As the 2027 Notes have a fixed interest rate, the company does not have financial and economic exposure related to rising interest rates with respect to the 2027 Notes. However, the fair value of fixed rate instruments fluctuates when interest rates change. As of December 31, 2024, the fair value of the 2027 Notes was \$471.3 million.

### **Foreign currency exchange rate risk**

The company is also exposed to foreign currency exchange rate risks. The company is a net receiver of currencies other than the U.S. dollar and, as such, can benefit from a weaker dollar and can be adversely affected by a stronger dollar relative to currencies worldwide, primarily the Australian dollar, Brazilian real, British pound sterling and euro. Accordingly, changes in exchange rates, and in particular a strengthening of the U.S. dollar, may adversely affect consolidated revenue and operating margins as expressed in U.S. dollars. Currency exposure gains and losses are mitigated by purchasing components and incurring expenses in local currencies.

In addition, the company uses derivative financial instruments, primarily foreign exchange forward contracts, to reduce its exposure to market risks from changes in foreign currency exchange rates on intercompany balances. See Note 12, "Financial instruments and concentration of credit risks," of the Notes to Consolidated Financial Statements for additional information on the company's derivative financial instruments.

The company has performed a sensitivity analysis assuming a hypothetical 10% adverse movement in foreign currency exchange rates applied to these derivative financial instruments described above. As of December 31, 2024 and 2023, the analysis indicated that such market movements would have reduced the estimated fair value of these derivative financial instruments by approximately \$49 million each period. Based on changes in the timing and amount of interest rate and foreign currency exchange rate movements and the company's actual exposures and hedges, actual gains and losses in the future may differ from the above analysis.

## ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Index	Page Number
Report of Management	<a href="#">42</a>
Report of Independent Registered Public Accounting Firm	<a href="#">43</a>
Consolidated Statements of Income (Loss)	<a href="#">47</a>
Consolidated Statements of Comprehensive Income (Loss)	<a href="#">48</a>
Consolidated Balance Sheets	<a href="#">49</a>
Consolidated Statements of Cash Flows	<a href="#">50</a>
Consolidated Statements of Equity (Deficit)	<a href="#">51</a>
Notes to Consolidated Financial Statements	<a href="#">52</a>

## Report of Management

### Management's Report on the Financial Statements

The management of the company is responsible for the integrity of its financial statements. These statements have been prepared in conformity with U.S. generally accepted accounting principles and include amounts based on the best estimates and judgments of management. Financial information included elsewhere in this report is consistent with that in the financial statements.

Grant Thornton LLP, an independent registered public accounting firm, has audited the company's 2024 consolidated financial statements. Its accompanying report is based on an audit conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States).

The Board of Directors, through its Audit and Finance Committee, which is composed entirely of independent directors, oversees management's responsibilities in the preparation of the financial statements and selects the independent registered public accounting firm, subject to stockholder ratification. The Audit and Finance Committee meets regularly with the independent registered public accounting firm, representatives of management, and the internal auditors to review the activities of each and to assure that each is properly discharging its responsibilities. To ensure complete independence, the internal auditors and representatives of Grant Thornton LLP have full access to meet with the Audit and Finance Committee, with or without management representatives present, to discuss the results of their audits and their observations on the adequacy of internal controls and the quality of financial reporting.

### Management's Report on Internal Control Over Financial Reporting

The management of the company 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 U.S. generally accepted accounting principles. 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 the financial statements in accordance with U.S. 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 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 and procedures may deteriorate.

Management assessed the effectiveness of the company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, we concluded that the company maintained effective internal control over financial reporting as of December 31, 2024, based on the specified criteria.

The effectiveness of our internal control over financial reporting as of December 31, 2024, has been audited by Grant Thornton LLP, our independent registered public accounting firm, as stated in their report, which is included herein.

---

/s/ Peter A. Altabef

Peter A. Altabef

Chair and Chief Executive Officer

---

/s/ Debra McCann

Debra McCann

Executive Vice President and Chief Financial Officer

(Principal Financial Officer)

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders  
Unisys Corporation

### Opinion on the financial statements

We have audited the accompanying consolidated balance sheets of Unisys Corporation (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2024 and 2023, the related consolidated statements of income (loss), comprehensive income (loss), equity (deficit), and cash flows for each of the two years in the period ended December 31, 2024, and the related notes and financial statement schedule included under Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

We also have 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, 2024, based on criteria established in the 2013 Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"), and our report dated February 21, 2025 expressed an unqualified opinion.

### Basis for opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated 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 matter

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.

#### *Goodwill impairment assessment for Digital Workplace Solutions*

As described further in Note 14 to the consolidated financial statements, the Company's goodwill balance related to the Digital Workplace Solutions ("DWS") reporting unit was \$101.3 million as of December 31, 2024. Management evaluates goodwill for impairment annually on October 1st of each year or whenever events or changes in circumstances indicate potential impairment has occurred. We identified the Company's determination of the fair value of the DWS reporting unit as a critical audit matter.

The principal considerations for our determination that the estimation of the fair value of the DWS reporting unit is a critical audit matter are that there are significant judgments required by management when determining the fair value of the reporting unit using the income approach. In particular, the fair value estimate was sensitive to assumptions used to estimate future revenues and cash flows, including revenue growth rates, gross margin, and the discount rate, applied by the Company.

Our audit procedures related to the estimation of the fair value of the DWS reporting unit included the following, among others:

- We tested the effectiveness of controls relating to management's review of the assumptions used to develop the future cash flows, the discount rate used, and valuation methodologies applied.
- Evaluated the reasonableness of management's forecasted financial results by:
  - Assessing the reasonableness of management's long term growth rates, by comparing the rates to industry projections and conditions found in industry reports and

- Testing forecasted revenues and expected future cash flows by comparing forecasted amounts to actual historical results to identify significant changes, and corroborating the basis for such changes, as applicable.
- Utilized an internal valuation specialist to evaluate:
  - The methodologies used and whether they were acceptable for the underlying assets or operations and whether such methodologies were being applied correctly, and
  - The appropriateness of the discount rate by developing an independent range of acceptable discount rates and comparing those ranges to the amounts selected and applied by management.

/s/ GRANT THORNTON LLP

We have served as the Company's auditor since 2023.

Philadelphia, Pennsylvania

February 21, 2025

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

Board of Directors and Stockholders  
Unisys Corporation

**Opinion on internal control over financial reporting**

We have audited the internal control over financial reporting of Unisys Corporation (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2024, based on criteria established in the 2013 *Internal Control—Integrated Framework* 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, 2024, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated financial statements of the Company as of and for the year ended December 31, 2024, and our report dated February 21, 2025 expressed an unqualified opinion on those financial statements.

**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/ GRANT THORNTON LLP  
Philadelphia, Pennsylvania  
February 21, 2025

**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Stockholders of Unisys Corporation

***Opinion on the Financial Statements***

We have audited the consolidated statements of income (loss), of comprehensive income, of equity (deficit) and of cash flows of Unisys Corporation and its subsidiaries (the "Company") for the year ended December 31, 2022, including the related notes and schedule of valuation and qualifying accounts for the year ended December 31, 2022 appearing after the signatures page (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the results of operations and cash flows of the Company for the year ended December 31, 2022 in conformity with accounting principles generally accepted in the United States of America.

***Basis for Opinion***

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (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 of these consolidated financial statements 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 consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audit included performing procedures to assess the risks of material misstatement of the consolidated 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 consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP

Philadelphia, Pennsylvania

March 1, 2023, except for the change in the manner in which the Company accounts for segments discussed in Note 2 to the consolidated financial statements, as to which the date is February 21, 2025.

We served as the Company's auditor from 2020 to 2022.

**UNISYS CORPORATION**  
**CONSOLIDATED STATEMENTS OF INCOME (LOSS)**  
(Millions, except per share data)

Year ended December 31,	2024	2023	2022
Revenue			
Services	\$ 1,665.3	\$ 1,665.9	\$ 1,597.3
Technology	343.1	349.5	382.6
	<b>2,008.4</b>	<b>2,015.4</b>	<b>1,979.9</b>
Costs and expenses			
Cost of revenue:			
Services	1,247.3	1,282.4	1,285.9
Technology	175.2	181.7	164.4
	<b>1,422.5</b>	<b>1,464.1</b>	<b>1,450.3</b>
Selling, general and administrative	424.2	450.3	453.2
Research and development	25.2	24.1	24.2
Goodwill impairment	39.1	—	—
	<b>1,911.0</b>	<b>1,938.5</b>	<b>1,927.7</b>
Operating income	97.4	76.9	52.2
Interest expense	31.9	30.8	32.4
Other (expense), net	(140.8)	(393.9)	(82.4)
Loss before income taxes	(75.3)	(347.8)	(62.6)
Provision for income taxes	117.9	79.3	42.3
Consolidated net loss	(193.2)	(427.1)	(104.9)
Net income attributable to noncontrolling interests	0.2	3.6	1.1
Net loss attributable to Unisys Corporation	<b>\$ (193.4)</b>	<b>\$ (430.7)</b>	<b>\$ (106.0)</b>
Loss per share attributable to Unisys Corporation			
Basic	<b>\$ (2.79)</b>	<b>\$ (6.31)</b>	<b>\$ (1.57)</b>
Diluted	<b>\$ (2.79)</b>	<b>\$ (6.31)</b>	<b>\$ (1.57)</b>

See notes to consolidated financial statements.

**UNISYS CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
**(Millions)**

Year ended December 31,	2024	2023	2022
Consolidated net loss	\$ (193.2)	\$ (427.1)	\$ (104.9)
Other comprehensive income			
Foreign currency translation	(73.4)	67.9	(117.5)
Pension and postretirement adjustments, net of tax of \$ 9.0 in 2024, \$( 32.2 ) in 2023 and \$ 15.2 in 2022	117.0	181.1	291.7
Total other comprehensive income	<b>43.6</b>	<b>249.0</b>	<b>174.2</b>
Comprehensive (loss) income	(149.6)	(178.1)	69.3
Comprehensive income (loss) attributable to noncontrolling interests	0.7	(23.1)	(12.8)
Comprehensive (loss) income attributable to Unisys Corporation	<b>\$ (150.3)</b>	<b>\$ (155.0)</b>	<b>\$ 82.1</b>

*See notes to consolidated financial statements.*

**UNISYS CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**  
**(Millions, except par value per share information)**

As of December 31,	2024	2023
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 376.5	\$ 387.7
Accounts receivable, net	467.2	454.5
Contract assets	16.0	11.7
Inventories	16.4	15.3
Prepaid expenses and other current assets	106.3	101.8
Total current assets	<u>982.4</u>	971.0
Properties	396.2	396.4
Less – Accumulated depreciation and amortization	339.1	332.1
Properties, net	<u>57.1</u>	64.3
Outsourcing assets, net	24.0	31.6
Marketable software, net	165.0	166.2
Operating lease right-of-use assets	38.4	35.4
Prepaid pension and postretirement assets	25.6	38.0
Deferred income taxes	96.6	114.0
Goodwill	247.9	287.4
Intangible assets, net	35.5	42.7
Restricted cash	14.1	9.0
Other long-term assets	<u>185.7</u>	205.8
Total assets	<u><u>\$ 1,872.3</u></u>	<u><u>\$ 1,965.4</u></u>
<b>Total liabilities and deficit</b>		
Current liabilities:		
Current maturities of long-term debt	\$ 5.0	\$ 13.0
Accounts payable	97.9	130.9
Deferred revenue	210.4	198.6
Other accrued liabilities	314.7	308.4
Total current liabilities	<u>628.0</u>	650.9
Long-term debt	488.2	491.2
Long-term pension and postretirement liabilities	816.4	787.7
Long-term deferred revenue	108.8	104.4
Long-term operating lease liabilities	28.9	25.6
Other long-term liabilities	71.3	44.0
Commitments and contingencies (see Note 18)		
Deficit:		
Common stock, par value \$.01 per share ( 150.0 shares authorized; shares issued: 2024, 75.6 and 2023, 74.0 )	0.8	0.7
Accumulated deficit	( 2,139.1 )	( 1,945.7 )
Treasury stock, shares at cost: 2024, 6.0 and 2023, 5.6	( 158.5 )	( 156.4 )
Paid-in capital	4,770.6	4,749.9
Accumulated other comprehensive loss	( 2,757.2 )	( 2,800.3 )
Total Unisys Corporation stockholders' deficit	<u>( 283.4 )</u>	<u>( 151.8 )</u>
Noncontrolling interests	14.1	13.4
Total deficit	<u><u>( 269.3 )</u></u>	<u><u>( 138.4 )</u></u>
Total liabilities and deficit	<u><u>\$ 1,872.3</u></u>	<u><u>\$ 1,965.4</u></u>

See notes to consolidated financial statements.

**UNISYS CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(Millions)**

Year ended December 31,	2024	2023	2022
<b>Cash flows from operating activities</b>			
Consolidated net loss	\$ (193.2)	\$ (427.1)	\$ (104.9)
Adjustments to reconcile consolidated net loss to net cash provided by operating activities:			
Foreign currency losses	14.5	0.2	6.8
Non-cash interest expense	1.2	1.2	1.3
Employee stock compensation	21.2	17.2	20.0
Depreciation and amortization of properties	24.3	29.1	50.2
Depreciation and amortization of outsourcing assets	22.6	50.3	64.5
Amortization of marketable software	52.3	49.7	58.7
Amortization of intangible assets	7.2	9.7	10.1
Goodwill impairment	39.1	—	—
Other non-cash operating activities	(1.2)	(0.2)	0.3
Loss on disposal of capital assets	0.2	6.0	6.6
Pension and postretirement contributions	(27.1)	(48.0)	(43.7)
Pension and postretirement expense	182.2	388.5	45.3
Deferred income taxes, net	35.6	24.5	(8.3)
Changes in operating assets and liabilities, excluding the effect of acquisitions:			
Receivables, net and contract assets	(24.5)	4.2	15.5
Inventories	(1.7)	—	(8.0)
Other assets	(21.5)	(25.5)	(2.6)
Accounts payable and current liabilities	(20.7)	(20.9)	(103.8)
Other liabilities	24.6	15.3	4.7
Net cash provided by operating activities	<u>135.1</u>	<u>74.2</u>	<u>12.7</u>
<b>Cash flows from investing activities</b>			
Proceeds from foreign exchange forward contracts	3,077.1	2,751.6	3,336.1
Purchases of foreign exchange forward contracts	(3,094.4)	(2,740.4)	(3,380.4)
Investment in marketable software	(47.5)	(46.0)	(46.3)
Capital additions of properties	(16.0)	(21.3)	(31.0)
Capital additions of outsourcing assets	(16.3)	(11.4)	(8.6)
Purchases of businesses, net of cash acquired	—	(1.2)	(0.3)
Other	(0.3)	(0.9)	(0.9)
Net cash used for investing activities	<u>(97.4)</u>	<u>(69.6)</u>	<u>(131.4)</u>
<b>Cash flows from financing activities</b>			
Payments of long-term debt	(15.4)	(16.9)	(17.8)
Financing fees	(0.5)	—	—
Other	(2.2)	(0.4)	(3.8)
Net cash used for financing activities	<u>(18.1)</u>	<u>(17.3)</u>	<u>(21.6)</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(25.7)	6.7	(17.6)
Decrease in cash, cash equivalents and restricted cash	(6.1)	(6.0)	(157.9)
Cash, cash equivalents and restricted cash, beginning of year	396.7	402.7	560.6
Cash, cash equivalents and restricted cash, end of year	<u>\$ 390.6</u>	<u>\$ 396.7</u>	<u>\$ 402.7</u>

See notes to consolidated financial statements.

**UNISYS CORPORATION**  
**CONSOLIDATED STATEMENTS OF EQUITY (DEFICIT)**  
**(Millions)**

Unisys Corporation

	Total	Total Unisys Corporation	Common Stock Par Value	Accumulated Deficit	Treasury Stock At Cost	Paid-in Capital	Comprehensive Loss	Accumulated Other	Non-controlling Interests
Balance at December 31, 2021	\$ (64.4)	\$ (113.7)	\$ 0.7	\$ (1,409.0)	\$ (152.2)	\$ 4,710.9	\$ (3,264.1)	\$ 49.3	
Consolidated net (loss) income	(104.9)	(106.0)		(106.0)					1.1
Stock-based activity	16.9	16.9			(3.8)	20.7			
Translation adjustments	(117.5)	(111.2)					(111.2)		(6.3)
Pension and postretirement plans	291.7	299.3					299.3		(7.6)
Balance at December 31, 2022	\$ 21.8	\$ (14.7)	\$ 0.7	\$ (1,515.0)	\$ (156.0)	\$ 4,731.6	\$ (3,076.0)	\$ 36.5	
Consolidated net (loss) income	(427.1)	(430.7)		(430.7)					3.6
Stock-based activity	17.9	17.9			(0.4)	18.3			
Translation adjustments	67.9	64.6					64.6		3.3
Pension and postretirement plans	181.1	211.1					211.1		(30.0)
Balance at December 31, 2023	\$ (138.4)	\$ (151.8)	\$ 0.7	\$ (1,945.7)	\$ (156.4)	\$ 4,749.9	\$ (2,800.3)	\$ 13.4	
Consolidated net (loss) income	(193.2)	(193.4)		(193.4)					0.2
Stock-based activity	18.7	18.7	0.1		(2.1)	20.7			
Translation adjustments	(73.4)	(71.9)					(71.9)		(1.5)
Pension and postretirement plans	117.0	115.0					115.0		2.0
Balance at December 31, 2024	<u>\$ (269.3)</u>	<u>\$ (283.4)</u>	<u>\$ 0.8</u>	<u>\$ (2,139.1)</u>	<u>\$ (158.5)</u>	<u>\$ 4,770.6</u>	<u>\$ (2,757.2)</u>	<u>\$ 14.1</u>	

See notes to consolidated financial statements.

## UNISYS CORPORATION

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Dollars in millions, except share and per share amounts)

#### Note 1 — Summary of significant accounting policies

**Principles of consolidation** The consolidated financial statements include the accounts of all majority-owned subsidiaries.

**Use of estimates** The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America (GAAP) requires management to make estimates and assumptions about future events. These estimates and assumptions affect the amounts of assets and liabilities reported, disclosures about contingent assets and liabilities and the reported amounts of revenue and expenses. Such estimates include the valuation of estimated credit losses, contract assets, operating lease right-of-use assets, outsourcing assets, marketable software, goodwill, purchased intangibles and other long-lived assets, legal and environmental contingencies, assumptions used in the calculation for systems integration projects, income taxes, and retirement and other post-employment benefits, among others. These estimates and assumptions are based on management's best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment, which management believes to be reasonable under the circumstances. Management adjusts such estimates and assumptions when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ materially from these estimates. Changes in those estimates resulting from continuing changes in the economic environment such as rising interest rates, inflation, fluctuation in foreign exchange rates and conflicts and other events of geopolitical significance, will be reflected in the financial statements in future periods.

**Cash and Cash equivalents** Cash and cash equivalents consist of cash on hand, short-term investments purchased with an original maturity of three months or less and certificates of deposit which may be withdrawn at any time at the discretion of the company without penalty. Cash and cash equivalents subject to contractual restrictions and not readily available are classified as restricted cash.

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated balance sheets to the total of the amounts shown in the consolidated statements of cash flows.

As of December 31,	2024	2023
Cash and cash equivalents	\$ 376.5	\$ 387.7
Restricted cash	14.1	9.0
Total cash, cash equivalents and restricted cash shown in the consolidated statements of cash flows	\$ 390.6	\$ 396.7

The company maintains cash balances in various operating accounts in excess of federally insured limits. The company monitors this risk by evaluating the creditworthiness of the financial institutions.

**Inventories** Inventories are valued at the lower of cost and net realizable value. Cost is determined on the first-in, first-out method.

**Properties** Properties are carried at cost and are depreciated over the estimated lives of such assets using the straight-line method. The estimated lives used, in years, are as follows: buildings, 20 – 50 ; machinery and office equipment, 4 – 7 ; rental equipment, 4 ; and internal-use software, 3 – 10 .

**Outsourcing assets** Costs of outsourcing contracts are generally expensed as incurred. However, certain costs incurred upon initiation of an outsourcing contract (principally initial customer setup) are deferred and expensed over the initial contract life. Fixed assets and software used in connection with outsourcing contracts are capitalized and depreciated over the shorter of the initial contract life or in accordance with the fixed asset policy described above.

Recoverability of these costs is subject to various business risks. Quarterly, the company compares the carrying value of these assets with the undiscounted future cash flows expected to be generated by them to determine if there is impairment. If impaired, these assets are reduced to an estimated fair value on a discounted cash flow basis. The company prepares its cash flow estimates based on assumptions that it believes to be reasonable but are also inherently uncertain. Actual future cash flows could differ from these estimates. The gross amount of outsourcing assets totaled \$ 553.0 million and \$ 563.4 million as of December 31, 2024 and 2023, respectively, and related accumulated amortization totaled \$ 529.0 million and \$ 531.8 million as of December 31, 2024 and 2023, respectively.

**Marketable software** The cost of development of computer software to be sold or leased, incurred subsequent to establishment of technological feasibility, is capitalized and amortized to cost of sales over the estimated revenue-producing lives of the

products. For the company's proprietary enterprise software products, the amortization period is five years following product release, and for the remaining products, the amortization period is three years following product release. In assessing the estimated revenue-producing lives and recoverability of the products, the company considers operating strategies, underlying technologies utilized, estimated economic life and external market factors, such as expected levels of competition, barriers to entry by potential competitors, stability in the market and governmental regulation. The company continually reassesses the estimated revenue-producing lives of the products and any change in the company's estimate could result in the remaining amortization expense being accelerated or spread out over a longer period. As of December 31, 2024, the company believes that all unamortized costs are fully recoverable. The gross amount of marketable software totaled \$ 2,256.2 million and \$ 2,213.9 million as of December 31, 2024 and 2023, respectively, and related accumulated amortization totaled \$ 2,091.2 million and \$ 2,047.7 million as of December 31, 2024 and 2023, respectively.

**Internal-use software** The company 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. These costs are amortized in accordance with the fixed asset policy described above.

**Cloud Computing Arrangements** For cloud computing arrangements that meet the definition of a service contract, the company capitalizes implementation costs incurred during the application development stage and until the software is ready for its intended use and then amortizes the costs on a straight-line basis over the related cloud computing arrangement. At December 31, 2024 and 2023, the amounts capitalized for cloud computing arrangements related primarily to the company's deferred implementation costs for its new enterprise resource planning system and totaled \$ 24.1 million and \$ 23.0 million, respectively, of which \$ 7.6 million and \$ 5.5 million, respectively, were included within prepaid expenses and other current assets and \$ 16.5 million and \$ 17.5 million, respectively, were included within other long-term assets on the company's consolidated balance sheets.

**Goodwill and Purchased Intangible Assets** Goodwill arising from the acquisition of an entity represents the excess of the purchase price consideration over the fair value of the underlying identifiable intangible assets and net assets or liabilities assumed. Goodwill is initially recognized as an asset and is subsequently measured at cost less any accumulated impairment losses.

The company reviews goodwill annually in the fourth quarter using data as of September 30 of that year, as well as whenever there are events or changes in circumstances (triggering events) that would more likely than not reduce the fair value of one or more reporting units below its respective carrying amount. The company initially assesses qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. This qualitative assessment considers all relevant factors specific to the reporting units, including macroeconomic conditions, industry and market considerations, overall financial performance, changes in share price and relevant entity-specific events.

If the company determines that it is not more likely that the carrying amount for a reporting unit is less than its fair value, then subsequent quantitative goodwill impairment testing is not required. If the company determines that it is more likely than not that the carrying amount for a reporting unit is greater than its fair value, then it proceeds with a subsequent quantitative goodwill impairment test. Under the quantitative test, the company compares the fair value of each of its reporting units to their respective carrying value. If the carrying value exceeds fair value, an impairment charge is recognized for the difference. Impaired goodwill is written down to its fair value through a charge to the consolidated statement of income (loss) in the period the impairment is identified.

During the third quarter of 2024, the company reviewed its estimated long-term expected future cash flows for its Digital Workplace Solutions (DWS) reporting unit as operating results were below estimated forecast due to the impact of the slower pace of client signings driven by the current economic environment and industry dynamics. Based on this, the company concluded that a triggering event existed and conducted a quantitative goodwill assessment for the DWS reporting unit as of September 30, 2024. The fair value of the DWS reporting unit was estimated using both the income approach and the market approach using a weighted methodology to determine its fair value. Based on the goodwill impairment analysis performed during the third quarter of 2024, the carrying value of the DWS reporting unit exceeded its respective fair value, resulting in the recognition of a goodwill impairment charge of \$ 39.1 million.

During the fourth quarter of 2024, the company performed a quantitative goodwill impairment testing for each reporting unit, and estimated the fair value of the reporting units using both the income approach and the market approach.

The income approach incorporates the use of a discounted cash flow method in which the estimated future cash flows and terminal values for each reporting unit are discounted to present value. Cash flow projections are based on management's estimates of economic and market conditions, which drive key assumptions of revenue growth rates, operating margins, capital expenditures and working capital requirements. The discount rate in turn is based on various market factors and specific risk characteristics of each reporting unit.

The market approach estimates fair value by applying performance metric multiples to the reporting unit's prior and expected operating performance. The multiples are derived from comparable publicly traded companies with similar operating and investment characteristics as the reporting unit.

If the fair value of the reporting unit derived using the income approach is significantly different from the fair value estimate using the market approach, the company reevaluates its assumptions used in the two models. When considering the weighting between the market approach and income approach, the company gives more weighting to the income approach. The higher weighting assigned to the income approach takes into consideration that the guideline companies used in the market approach generally represent larger diversified companies relative to the reporting units and may have different long-term growth prospects, among other factors.

In order to assess the reasonableness of the calculated reporting unit fair values, the company also compares the sum of the reporting units' fair values to its market capitalization (per share stock price multiplied by shares outstanding) and calculates an implied control premium (the excess of the sum of the reporting units' fair values over the market capitalization).

The company completed the quantitative goodwill assessment in the fourth quarter of 2024 and no additional impairment charge was recognized as of December 31, 2024.

Estimating the fair value of reporting units requires the use of estimates and significant judgments that are based on a number of factors including actual operating results. It is reasonably possible that the judgments and estimates described above could change in future periods, which could have a significant impact on the fair value of the related reporting units.

The company continuously monitors and evaluates relevant events and circumstances that could unfavorably impact the significant assumptions noted above, including changes to U.S. treasury rates and equity risk premiums, tax rates, recent market valuations from transactions by comparable companies, volatility in the company's market capitalization, and general industry, market and macro-economic conditions. It is possible that future changes in such circumstances or in the inputs and assumptions used in estimating the fair value of the reporting units, could require the company to record an additional non-cash impairment charge.

Finite-lived intangible assets purchased in a business combination are recorded at fair value and amortized to cost of revenue - technology and selling, general and administrative expense over their estimated useful lives. Finite-lived intangible assets are tested for impairment whenever events or changes in circumstances would indicate that the carrying value may not be recoverable. An impairment charge would be recognized if the carrying value exceeds fair value in the consolidated statement of income (loss) in the period the impairment is identified.

**Retirement benefits** Accounting rules covering defined benefit pension plans and other postretirement benefits require that amounts recognized in financial statements be determined on an actuarial basis. Management develops the actuarial assumptions used by its U.S. and international defined benefit pension plan obligations based upon the circumstances of each particular plan. The determination of the defined benefit pension plan obligations requires the use of estimates. A significant element in determining the company's retirement benefits expense or income is the expected long-term rate of return on plan assets. This expected return is an assumption as to the average rate of earnings expected on the funds invested or to be invested to provide for the benefits included in the projected pension benefit obligation. The company applies this assumed long-term rate of return to a calculated value of plan assets, which recognizes changes in the fair value of plan assets in a systematic manner over four years. This produces the expected return on plan assets that is included in retirement benefits expense or income. The difference between this expected return and the actual return on plan assets is deferred. The net deferral of past asset losses or gains affects the calculated value of plan assets and, ultimately, future retirement benefits expense or income.

At December 31 of each year, the company determines the fair value of its retirement benefits plan assets as well as the discount rate to be used to calculate the present value of plan liabilities. Management's significant assumption used in the determination of the defined benefit pension plan obligations with respect to the U.S. pension plans, is the discount rate. Inherent in deriving the discount rate are significant assumptions with respect to the timing and magnitude of expected benefit payment obligations. The discount rate is an estimate of the interest rate at which the retirement benefits could be effectively settled. In estimating the discount rate, the company looks to rates of return on high-quality, fixed-income investments currently available and expected to be available during the period to maturity of the retirement benefits. The company uses a portfolio of fixed-income securities, which receive at least the second-highest rating given by a recognized ratings agency.

**Environmental matters** The company is responsible for certain environmental matters including environmental investigations and remedial activities related to various facilities formerly owned or operated by the company or its predecessors.

The company records an estimated environmental liability when it is probable that a liability has been incurred and the amount is reasonably estimable based primarily on the expected costs of pending investigations, current remediation activities, environmental studies and other estimated costs within the identified sites. The company records a claim for recovery from third parties when its realization is probable. Both the liability and claim for recovery are recorded on a non-discounted basis.

Provisions for these matters are difficult to estimate due to unknown environmental conditions, including early stages of investigation in some cases, and changes in governmental laws, regulations and in cleanup technologies. As the company continues to perform investigation activities and if events and circumstances change, the company may incur future additional costs, which could have a material impact on the company's results of operations, financial condition and cash flows.

**Noncontrolling interest** The company owns a fifty-one percent interest in Intelligent Processing Solutions Ltd. (iPSL), a U.K. business process outsourcing joint venture. The remaining interests, which are reflected as a noncontrolling interest in the company's consolidated financial statements, are owned by three financial institutions for which iPSL performs services.

**Revenue recognition** Revenue is recognized at an amount that reflects the consideration to which the company expects to be entitled in exchange for transferring goods and services to a customer. The company determines revenue recognition using the following five steps: (1) identify the contract(s) with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when (or as) the company satisfies a performance obligation.

At contract inception, the company assesses the goods and services promised in a contract with a customer and identifies as a performance obligation each promise to transfer to the customer either: (1) a good or service (or a bundle of goods or services) that is distinct or (2) a series of distinct goods or services that are substantially the same and that have the same pattern of transfer to the customer. The company recognizes revenue only when it satisfies a performance obligation by transferring a promised good or service to a customer.

The company must apply its judgment to determine the timing of the satisfaction of performance obligations as well as the transaction price and the amounts allocated to performance obligations including estimating variable consideration, adjusting the consideration for the effects of the time value of money and assessing whether an estimate of variable consideration is constrained.

Revenue from hardware sales is recognized upon the transfer of control to a customer, which is defined as an entity's ability to direct the use of and obtain substantially all of the remaining benefits of an asset.

Revenue from software licenses is recognized at the inception of either the initial license term or the inception of an extension or renewal to the license term.

Revenue for operating leases is recognized on a monthly basis over the term of the lease and for sales-type leases at the inception of the lease term. Such revenue is not material to the company's consolidated results of operations.

Revenue from equipment and software maintenance and post-contract support is recognized on a straight-line basis as earned over the terms of the respective contracts. Cost related to such contracts is recognized as incurred.

Revenue and profit under systems integration contracts are recognized over time as the company transfers control of goods or services. The company measures its progress toward satisfaction of its performance obligations using the cost-to-cost method, or when services have been performed, depending on the nature of the project. For contracts accounted for using the cost-to-cost method, revenue and profit recognized in any given accounting period are based on estimates of total projected contract costs. The estimates are continually reevaluated and revised, when necessary, throughout the life of a contract. Any adjustments to revenue and profit resulting from changes in estimates are accounted for in the period of the change in estimate. When estimates indicate that a loss will be incurred on a contract upon completion, a provision for the expected loss is recorded in the period in which the loss becomes evident. Revenue from such contracts is not material to the company's consolidated results of operations.

In services arrangements, the company typically satisfies the performance obligation and recognizes revenue over time, because the client simultaneously receives and consumes the benefits provided as the company performs the services. The company's services are provided on a time-and-materials basis, as a fixed-price contract or as a fixed-price per measure of output contract.

Revenue from time-and-material contracts is recognized on an output basis as labor hours are delivered.

In managed services, application management, business process outsourcing and other cloud-based services arrangements, the arrangement generally consists of a single performance obligation comprised of a series of distinct services that are substantially the same and that have the same pattern of transfer. The company applies a measure of progress (typically time-based) to any fixed consideration and allocates variable consideration to the periods of service, which are typically monthly or quarterly, based on usage. As a result, revenue is recognized over the period the services are provided either on a straight-line basis or on a usage basis, depending on the terms of the arrangement (such as whether the company is standing ready to perform or whether the contract has usage-based metrics). This results in revenue recognition that corresponds with the value to the client of the services transferred to date relative to the remaining services promised.

The company also enters into arrangements that may include any combination of hardware, software or services. For example, a client may purchase an enterprise server that includes operating system software. In addition, the arrangement may include

post-contract support for the software and a contract for post-warranty maintenance for service of the hardware. These arrangements consist of multiple performance obligations, with control over hardware and software transferred in one reporting period and the software support and hardware maintenance services performed across multiple reporting periods. In another example, the company may provide desktop managed services to a client on a long-term multiple-year basis and periodically sell hardware and license software products to the client. The services are provided on a continuous basis across multiple reporting periods and control over the hardware and software products occurs in one reporting period.

The company allocates the total transaction price to be earned under an arrangement among the various performance obligations in proportion to their relative standalone selling prices. The standalone selling price for a performance obligation is the price at which the company would sell a promised good or service separately to a customer.

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. For contracts with multiple performance obligations, the company allocates the contract's transaction price to each performance obligation using its best estimate of the standalone selling price of each distinct good or service in the contract. The primary methods used to estimate standalone selling price are as follows: (1) the expected cost plus margin approach, under which the company forecasts its expected costs of satisfying a performance obligation and then adds an appropriate margin for that distinct good or service and (2) the percent discount off of list price approach.

In the DWS and the Cloud, Applications & Infrastructure Solutions (CA&I) segments, substantially all of the company's performance obligations are satisfied over time as work progresses and therefore substantially all of the revenue in these segments is recognized over time. The company generally receives payment for these contracts over time as the performance obligations are satisfied.

In the Enterprise Computing Solutions (ECS) segment, substantially all of the company's sales of software and hardware are transferred to customers at a single point in time. Revenue on these contracts is recognized when control over the product is transferred to the customer or a software license term begins. The company generally receives payment for these contracts upon signature or within 30 to 60 days.

The company discloses disaggregation of its customer revenue by geographic areas (see Note 20, "Segment information").

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, unbilled receivables, contract assets and deferred revenue (contract liabilities).

Revenue excludes taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue producing transaction and collected by the company from a customer (e.g., sales, use and value-added taxes). Revenue includes payments for shipping and handling activities.

**Advertising costs** All advertising costs are expensed as incurred and reported in selling, general and administrative expenses in the consolidated statements of income (loss). The amount charged to the expense during 2024, 2023 and 2022 was \$ 10.8 million, \$ 10.7 million and \$ 8.0 million, respectively.

**Shipping and handling** Costs related to shipping and handling are included in cost of revenue.

**Stock-based compensation plans** Stock-based compensation represents the cost related to stock-based awards granted to employees and directors. Compensation expense for performance-based restricted stock and restricted stock unit awards is recognized as expense ratably for each installment from the date of the grant until the date the restrictions lapse and is based on the fair market value at the date of grant and the probability of achievement of the specific performance-related goals. Compensation expense for market-based awards is recognized as expense ratably over the measurement period, regardless of the actual level of achievement, provided the service requirement is met. The fair value of restricted stock and restricted stock units with time and performance conditions is determined based on the trading price of the company's common shares on the date of grant. The fair value of awards with market conditions is estimated using a Monte Carlo simulation. The expense is recorded in selling, general and administrative expenses.

**Income taxes** Income taxes are based on income before taxes for financial reporting purposes and reflect a current tax liability for the estimated taxes payable in the current-year tax returns and changes in deferred taxes. Deferred tax assets or liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using enacted tax laws and rates. A valuation allowance is provided on deferred tax assets if it is determined that it is more likely than not that the asset will not be realized. The company releases the income tax effects of deferred tax balances that have a valuation allowance from accumulated other comprehensive income (loss) once the reason the tax effects were established ceases to exist (e.g., a postretirement plan is liquidated). The company recognizes penalties and interest accrued related to income tax liabilities in provision for income taxes in its consolidated statements of income (loss).

The company treats the global intangible low-tax income tax, or GILTI, as a period cost when included in U.S. taxable income, and the base erosion and anti-abuse tax, or BEAT, as a period cost when incurred.

**Translation of foreign currency** The local currency is the functional currency for most of the company's international subsidiaries, and as such, assets and liabilities are translated into U.S. dollars at year-end exchange rates. Income and expense items are translated at average exchange rates during the year. Translation adjustments resulting from changes in exchange rates are reported in other comprehensive income (loss). Exchange gains and losses are reported in other (expense), net.

For those international subsidiaries operating in highly inflationary economies, the U.S. dollar is the functional currency, and as such, nonmonetary assets and liabilities are translated at historical exchange rates, and monetary assets and liabilities are translated at current exchange rates. Exchange gains and losses arising from remeasurement are included in other (expense), net.

**Fair value measurements** Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining fair value measurements for assets and liabilities required to be recorded at fair value, the company assumes that the transaction is an orderly transaction that assumes exposure to the market for a period before the measurement date to allow for marketing activities that are usual and customary for transactions involving such assets or liabilities; it is not a forced transaction (for example, a forced liquidation or distress sale). The fair value hierarchy has three levels of inputs that may be used to measure fair value: Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that the company can access at the measurement date; Level 2 – Inputs other than quoted prices within Level 1 that are observable for the asset or liability, either directly or indirectly; and Level 3 – Unobservable inputs for the asset or liability. The company has applied fair value measurements to its derivatives (see Note 12, "Financial instruments and concentration of credit risks"), long-term debt (see Note 15, "Debt"), and to its pension and postretirement plan assets (see Note 17, "Employee plans").

## **Note 2 — Recent accounting pronouncements and accounting changes**

### **Accounting Pronouncements Adopted**

Effective for the company's fiscal year ended December 31, 2024, the company adopted Accounting Standards Update (ASU) No. 2023-07, *Segment Reporting (Topic 280) - Improvements to Reportable Segment Disclosures* (ASU 2023-07), issued by the Financial Accounting Standards Board (FASB), which enhances reportable segment disclosure requirements including disclosures about significant segment expenses on an annual and interim basis. The adoption of ASU 2023-07 did not have a material impact to the company's consolidated financial statements. The required annual disclosures were applied to the presentation of the company's reportable segments, see Note 20, "Segment information." Prior periods reportable segment disclosures have been reclassified to be comparable to the current year presentation.

### **Accounting Pronouncements Not Yet Adopted**

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740) - Improvements to Income Tax Disclosures*. This ASU enhances disclosures relating to the rate reconciliation and requires income taxes paid disclosures disaggregated by jurisdiction among other amendments. This update is effective for annual periods beginning after December 15, 2024, with early adoption permitted and should be applied on a prospective basis with a retrospective application permitted. This ASU is not expected to have a material effect on the company's consolidated financial statements.

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures*. This ASU requires public companies to disclose, on an annual and interim basis, additional information about certain costs and expenses in the notes to the financial statements. The standard is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted on either a prospective or retrospective basis. The company is currently evaluating the impact of the standard on its consolidated financial statements and related disclosures.

## **Note 3 — Acquisitions**

### **CompuGain**

On December 14, 2021, the company acquired 100 % of CompuGain LLC (CompuGain), a leading cloud solutions provider, for a purchase price consideration of \$ 85.3 million on a cash-free, debt-free basis. The company funded the cash consideration and acquisition-related costs with cash on hand.

During 2022, the company incurred and expensed acquisition-related costs of \$ 0.4 million included within selling, general and administrative expense in the consolidated statements of income (loss).

The company's consolidated financial statements include the results of CompuGain commencing as of the acquisition date.

Pro forma information and revenue and operating results of CompuGain have not been presented as the impact is not material to the company's consolidated financial statements.

#### Note 4 — Cost-reduction actions

The company from time to time initiates cost reduction actions designed to improve operating efficiency, reduce costs and align the company's workforce and facility structures to its overall business plan.

During 2024, the company recognized cost-reduction charges and other costs of \$ 20.6 million. The net charges related to workforce reductions were \$ 13.5 million, principally related to severance costs, and were comprised of: (a) a charge of \$ 23.7 million and (b) a credit of \$ 10.2 million for changes in estimates. In addition, the company recorded net charges of \$ 7.1 million comprised of a charge of \$ 4.4 million for an asset impairment, a charge of \$ 2.6 million for net foreign currency losses related to exiting foreign countries and a net charge of \$ 0.1 million for other expenses and changes in estimates related to other cost-reduction efforts.

During 2023, the company recognized cost-reduction charges and other costs of \$ 9.3 million. The net charges related to workforce reductions were \$ 8.3 million, principally related to severance costs, and were comprised of: (a) a charge of \$ 15.2 million and (b) a credit of \$ 6.9 million for changes in estimates. In addition, the company recorded net charges of \$ 1.0 million comprised of charges of \$ 4.7 million primarily related to professional fees and other expenses related to cost-reduction efforts and a credit of \$ 3.7 million for net foreign currency gains related to exiting foreign countries.

During 2022, the company recognized cost-reduction charges and other costs of \$ 54.9 million. The net charges related to workforce reductions were \$ 7.5 million, principally related to severance costs, and were comprised of: (a) a charge of \$ 7.1 million and (b) a credit of \$ 0.4 million for changes in estimates. In addition, the company recorded charges of \$ 47.4 million comprised of \$ 13.6 million related to held-for-sale assets (see Note 13, "Properties" for further details), \$ 10.9 million for asset impairments, \$ 11.3 million for idle leased facilities costs, \$ 9.3 million for contract exit costs, \$ 2.9 million for net foreign currency losses related to exiting foreign countries and a credit of \$ 0.6 million for changes in estimates related to other cost-reduction efforts.

The charges (credits) were recorded in the following statement of income (loss) classifications:

Year ended December 31,	2024	2023	2022
Cost of revenue			
Services	\$ 8.0	\$ 4.9	\$ 19.1
Technology	4.1	0.7	7.6
Selling, general and administrative	6.0	6.9	24.7
Research and development	( 0.1 )	0.5	0.6
Other (expense), net	2.6	( 3.7 )	2.9
Total	\$ 20.6	\$ 9.3	\$ 54.9

Liabilities and expected future payments related to the company's workforce reduction actions are as follows:

	Total	U.S.	International
Balance at December 31, 2021	\$ 16.3	\$ 5.7	\$ 10.6
Additional provisions	7.1	3.6	3.5
Payments	( 11.5 )	( 4.1 )	( 7.4 )
Changes in estimates	0.4	( 1 )	1.4
Translation adjustments	( 0.6 )	—	( 0.6 )
Balance at December 31, 2022	11.7	4.2	7.5
Additional provisions	15.2	3.4	11.8
Payments	( 10.8 )	( 3.5 )	( 7.3 )
Changes in estimates	( 6.9 )	( 1.6 )	( 5.3 )
Translation adjustments	0.2	—	0.2
Balance at December 31, 2023	9.4	2.5	6.9
Additional provisions	23.7	7.5	16.2
Payments	( 9.6 )	( 2.5 )	( 7.1 )
Changes in estimates	( 10.2 )	( 3.1 )	( 7.1 )
Translation adjustments	( 0.3 )	—	( 0.3 )
Balance at December 31, 2024	<u>\$ 13.0</u>	<u>\$ 4.4</u>	<u>\$ 8.6</u>

Expected future payments on balance at December 31, 2024:

In 2025	\$ 13.0	\$ 4.4	\$ 8.6
---------	---------	--------	--------

## Note 5 — Leases and commitments

### Leases

The company determines if an arrangement is a lease at inception. This determination generally depends on whether the arrangement conveys to the company the right to control the use of an explicitly or implicitly identified asset for a period of time in exchange for consideration. Control of an underlying asset is conveyed to the company if the company obtains the rights to direct the use of and to obtain substantially all of the economic benefits from using the underlying asset. The company is the lessee in lease agreements that include lease and non-lease components, which the company accounts for as a single lease component for all personal property leases. The company also has lease agreements in which it is the lessor that include lease and non-lease components. For these agreements, the company accounts for these components as a single lease component. Lease expense for variable leases and short-term leases is recognized when the expense is incurred.

Operating leases are included in operating lease right-of-use (ROU) assets, other accrued liabilities and long-term operating lease liabilities on the consolidated balance sheets. Operating lease ROU assets and lease liabilities are recognized at the commencement date of the lease based on the present value of lease payments over the lease term. Operating lease payments are recognized as lease expense on a straight-line basis over the lease term.

Finance leases are included in outsourcing assets, net and long-term debt on the consolidated balance sheets. Finance lease ROU assets and lease liabilities are initially measured in the same manner as operating leases. Finance lease ROU assets are amortized using the straight-line method. Finance lease liabilities are measured at amortized cost using the effective interest method.

The company has not capitalized leases with terms of twelve months or less.

As most of the company's leases do not provide an implicit rate, the company uses its incremental borrowing rate, based on the information available at the lease commencement date, in determining the present value of lease payments. The company determines the incremental borrowing rate using the portfolio approach considering lease term and lease currency.

The lease term for all of the company's leases includes the non-cancelable period of the lease plus any additional periods covered by either a company option to extend (or not to terminate) the lease that the company is reasonably certain to exercise, or an option to extend (or not to terminate) the lease controlled by the lessor.

Lease payments included in the measurement of the lease liability are comprised of fixed payments, variable payments that depend on index or rate, amounts expected to be payable under a residual value guarantee and the exercise of the company option to purchase the underlying asset, if reasonably certain.

Variable lease payments associated with the company's leases are recognized when the event, activity, or circumstance in the lease agreement on which those payments are assessed occurs. Variable lease payments are presented as an operating expense in the company's consolidated results of operations in the same line item as expense arising from fixed lease payments (operating leases) or amortization of the ROU asset (finance leases).

The company uses the long-lived assets impairment guidance in ASC Subtopic 360-10 *Property, Plant, and Equipment* to determine whether a ROU asset is impaired, and if so, the amount of the impairment loss to recognize. If impaired, ROU assets for operating and finance leases are reduced for any impairment losses.

The company monitors for events or changes in circumstances that require a reassessment of its leases. When a reassessment results in the remeasurement of a lease liability, a corresponding adjustment is made to the carrying amount of the corresponding ROU asset unless doing so would reduce the carrying amount of the ROU asset to an amount less than zero. In that case, the amount of the adjustment that would result in a negative ROU asset balance is recorded in the consolidated statement of income (loss).

The company has commitments under operating leases for certain facilities and equipment used in its operations. The company also has finance leases for equipment. The company's leases generally have initial lease terms ranging from 1 year to 8 years, most of which include options to extend or renew the leases for up to 5 years, and some of which may include options to terminate the leases within 1 year. Certain lease agreements contain provisions for future rent increases.

The components of lease expense are as follows:

Year ended December 31,	2024	2023	2022
Operating lease cost	\$ 22.8	\$ 26.0	\$ 36.7
Finance lease cost			
Amortization of right-of-use assets	0.1	0.2	1.2
Total finance lease cost	0.1	0.2	1.2
Short-term lease costs	0.5	0.7	0.7
Variable lease cost	12.7	10.3	11.6
Sublease income	( 0.5 )	( 1.1 )	( 1.8 )
Total lease cost	\$ 35.6	\$ 36.1	\$ 48.4

Supplemental balance sheet information related to leases is as follows:

As of December 31,	2024	2023
<b>Operating Leases</b>		
Operating lease right-of-use assets	\$ 38.4	\$ 35.4
Other accrued liabilities	15.0	19.1
Long-term operating lease liabilities	28.9	25.6
Total operating lease liabilities	\$ 43.9	\$ 44.7
<b>Finance Leases</b>		
Outsourcing assets, net	\$ —	\$ 0.1
Current maturities of long-term debt	0.5	0.3
Long-term debt	2.3	—
Total finance lease liabilities	\$ 2.8	\$ 0.3
<b>Weighted-Average Remaining Lease Term (in years)</b>		
Operating leases	3.9	3.5
Finance leases	4.6	0.5
<b>Weighted-Average Discount Rate</b>		
Operating leases	9.1 %	8.3 %
Finance leases	6.1 %	5.2 %
Supplemental cash flow information related to leases is as follows:		
Years ended December 31,	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:		
Cash payments for operating leases included in operating activities	\$ 26.2	\$ 31.5
Cash payments for finance leases included in financing activities	0.1	0.2
	\$ 26.3	\$ 31.7
ROU assets obtained in exchange for lease obligations are as follows:		
Years ended December 31,	2024	2023
Operating leases	\$ 21.3	\$ 14.7

Maturities of lease liabilities as of December 31, 2024 are as follows:

Year	Finance Leases	Operating Leases
2025	\$ 0.5	\$ 19.2
2026	0.6	14.8
2027	0.6	8.3
2028	0.7	5.9
2029	0.4	5.0
Thereafter	—	6.2
<b>Total lease payments</b>	<b>2.8</b>	<b>59.4</b>
Less imputed interest	—	15.5
<b>Total</b>	<b>\$ 2.8</b>	<b>\$ 43.9</b>

For transactions where the company is considered the lessor, revenue for operating leases is recognized on a monthly basis over the term of the lease and for sales-type leases at the inception of the lease term. As of December 31, 2024, receivables under sales-type leases before the allowance for unearned income were collectible as follows:

Year	
2025	\$ 4.9
2026	8.3
2027	1.4
2028	0.1
<b>Total</b>	<b>\$ 14.7</b>

#### Other Commitments

At December 31, 2024, the company had outstanding standby letters of credit and surety bonds totaling approximately \$ 194 million related to performance and payment guarantees. On the basis of experience with these arrangements, the company believes that any obligations that may arise will not be material. In addition, at December 31, 2024, the company had deposits and collateral of approximately \$ 5 million in other long-term assets, principally related to tax contingencies in Brazil.

#### Note 6 — Other (expense), net

Other (expense), net is comprised of the following:

Year ended December 31,	2024	2023	2022
Pension and postretirement expense <sup>(i)</sup>	\$ ( 180.8 )	\$ ( 387.1 )	\$ ( 43.2 )
Foreign exchange losses <sup>(ii)</sup>	( 14.5 )	( 0.2 )	( 6.8 )
Other, net <sup>(iii)</sup>	54.5	( 6.6 )	( 32.4 )
<b>Total other (expense), net</b>	<b>\$ ( 140.8 )</b>	<b>\$ ( 393.9 )</b>	<b>\$ ( 82.4 )</b>

<sup>(i)</sup> Includes \$ 130.6 million and \$ 348.9 million in 2024 and 2023, respectively, of settlement losses related to the company's defined benefit pension plans. See Note 17, "Employee plans."

<sup>(ii)</sup> Includes charges (credits) of \$ 2.6 million, \$( 3.7 ) million and \$ 2.9 million respectively, in 2024, 2023 and 2022 for net foreign currency losses (gains) related to substantial completion of liquidation of foreign subsidiaries.

<sup>(iii)</sup> Other, net in 2024 includes a gain of \$ 40.0 million related to a favorable settlement of a litigation matter (see Note 18, "Litigation and contingencies for additional details on this matter) and a net gain of \$ 14.9 million related to a favorable judgement received in a Brazilian services tax matter. Environmental costs relate to previously disposed businesses are included within other, net.

## Note 7 — Income taxes

Following is the total loss before income taxes and the provision for income taxes.

Year ended December 31,	2024	2023	2022
Income (loss) before income taxes			
United States	\$ (268.7)	\$ (545.5)	\$ (177.2)
Foreign	193.4	197.7	114.6
Total loss before income taxes	\$ (75.3)	\$ (347.8)	\$ (62.6)
Provision (benefit) for income taxes			
Current			
United States	\$ 21.1	\$ 8.8	\$ 15.9
Foreign	61.2	46.0	34.7
Total	82.3	54.8	50.6
Deferred			
United States	18.7	—	—
Foreign	16.9	24.5	(8.3)
Total provision for income taxes	\$ 117.9	\$ 79.3	\$ 42.3

Following is a reconciliation of the benefit for income taxes at the United States statutory tax rate to the provision for income taxes as reported:

Year ended December 31,	2024	2023	2022
U.S. statutory income tax benefit	\$ (15.8)	\$ (73.0)	\$ (13.2)
Income and losses for which no provision or benefit has been recognized	63.0	123.2	40.9
Foreign rate differential and other foreign tax expense	8.9	12.7	6.4
Income tax withholdings	23.0	14.0	19.7
Additional tax expense on undistributed earnings of certain foreign subsidiaries	27.3	—	—
Permanent items	1.2	(3.0)	(2.1)
Change in uncertain tax positions	1.3	3.8	0.4
Change in valuation allowances	7.9	2.1	(9.8)
U.S. income tax benefit	—	(0.6)	—
Other	1.1	0.1	—
Provision for income taxes	\$ 117.9	\$ 79.3	\$ 42.3

The tax effects of temporary differences and carryforwards that give rise to significant portions of deferred tax assets and liabilities were as follows:

As of December 31,	2024	2023
<b>Deferred tax assets</b>		
Tax loss carryforwards	\$ 787.6	\$ 813.0
Pension and postretirement benefits	196.5	183.0
Foreign tax credit carryforwards	61.9	83.6
Other tax credit carryforwards	29.5	29.1
Deferred revenue	48.2	31.9
Employee benefits and compensation	31.2	31.5
Purchased capitalized software	18.4	19.4
Depreciation	28.6	33.0
Warranty, bad debts and other reserves	2.9	7.6
Capitalized costs	9.3	9.0
Capitalized research and development	6.7	—
Other	76.0	57.6
	<u>1,296.8</u>	<u>1,298.7</u>
Valuation allowance	( 1,168.6 )	( 1,150.1 )
Total deferred tax assets	\$ 128.2	\$ 148.6
<b>Deferred tax liabilities</b>		
Undistributed earnings of certain foreign subsidiaries	\$ 27.7	\$ —
Capitalized research and development	—	10.4
Other	32.6	25.1
Total deferred tax liabilities	\$ 60.3	\$ 35.5
Net deferred tax assets	\$ 67.9	\$ 113.1

Changes in the valuation allowance was as follows:

Year ended December 31,	2024	2023	2022
Valuation allowance, at beginning of year	\$ ( 1,150.1 )	\$ ( 1,110.5 )	\$ ( 1,226.2 )
Actuarial pension adjustments	24.8	84.5	70.7
Expired net operating losses/tax credits	35.2	42.9	52.3
Foreign exchange	15.5	( 6.8 )	14.8
Recognition of income tax benefit (expense) <sup>(i)</sup>	( 56.0 )	( 125.9 )	( 43.9 )
Other	( 38.0 )	( 34.3 )	21.8
Valuation allowance, at end of year	<u>\$ ( 1,168.6 )</u>	<u>\$ ( 1,150.1 )</u>	<u>\$ ( 1,110.5 )</u>

<sup>(i)</sup> Includes U.S. pension activity of \$( 44.8 ) million, (\$ 95.9 ) million and (\$ 11.3 ) million for the years ended December 31, 2024, 2023 and 2022, respectively.

The company has tax effected tax loss carryforwards as follows:

As of December 31,	2024
U.S. Federal	\$ 339.6
State and local	196.0
Foreign	252.0
Total tax loss carryforwards	\$ 787.6

These carryforwards will expire as follows:

Year	
2025	\$ 20.4
2026	15.1
2027	19.0
2028	89.9
2029	4.9
Thereafter	361.0
Unlimited	277.3
Total	\$ 787.6

The company also has available tax credit carryforwards, which will expire as follows:

Year	
2025	\$ 20.8
2026	33.7
2027	9.1
2028	0.3
2029	0.1
Thereafter	27.4
Total	\$ 91.4

A full valuation allowance is currently maintained for all U.S. and certain foreign deferred tax assets in excess of deferred tax liabilities. The company will record a tax provision or benefit for those international subsidiaries that do not have a full valuation allowance against their net deferred tax assets. Any profit or loss recorded for the company's U.S. operations will have no provision or benefit associated with it due to such valuation allowance, except with respect to withholding taxes not creditable against future taxable income. As a result, the company's provision or benefit for taxes may vary significantly depending on the geographic distribution of income.

The realization of the company's net deferred tax assets as of December 31, 2024, is primarily dependent on the ability to generate sustained taxable income in various jurisdictions. Judgment is required to estimate forecasted future taxable income, which may be impacted by future business developments, actual results, strategic operational and tax initiatives, legislative, and other economic factors and developments. During 2024, the company determined that a portion of its non-U.S. net deferred tax assets required an additional valuation allowance. The net change in the valuation allowances impacting the effective tax rate in 2024 was approximately \$ 7.9 million, primarily in the United Kingdom. During 2023, the company determined that a portion of its non-U.S. net deferred tax assets required an additional valuation allowance. The net change in the valuation allowances impacting the effective tax rate in 2023 was approximately \$ 2.1 million, primarily in Latin America.

Under U.S. tax law, distributions from foreign subsidiaries to U.S. shareholders are generally exempt from taxation, except for certain federal and state taxes. Consequently, the deferred income tax liability on undistributed earnings is generally limited to any foreign withholding or other foreign taxes that will be imposed on such distributions. The company is no longer asserting indefinite reinvestment of the earnings of certain foreign subsidiaries. Accordingly, at December 31, 2024, the related deferred tax liability was \$ 27.7 million, which is reported within other long-term liabilities on the company's consolidated balance sheets. At December 31, 2024, the unrecognized deferred income tax liability was approximately \$ 8.1 million for those foreign subsidiaries for which the company currently intends to indefinitely reinvest the earnings and for which no provision has been made for income taxes that may become payable upon distribution of the earnings of such subsidiaries .

Cash paid for income taxes, net of refunds was as follows:

Year ended December 31,	2024	2023	2022
Cash paid for income taxes, net of refunds	\$ 56.4	\$ 63.4	\$ 49.0

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

Year ended December 31,	2024	2023	2022
Balance at January 1	\$ 20.9	\$ 17.8	\$ 21.6
Additions based on tax positions related to the current year	2.5	4.6	1.9
Changes for tax positions of prior years	( 3.4 )	2.6	1.2
Reductions as a result of a lapse of applicable statute of limitations	( 5.8 )	( 4.6 )	( 5.4 )
Settlements	( 0.5 )	—	—
Changes due to foreign currency	( 0.2 )	0.5	( 1.5 )
Balance at December 31	\$ 13.5	\$ 20.9	\$ 17.8

The company recognizes penalties and interest accrued related to income tax liabilities in the provision for income taxes in its consolidated statements of income (loss). At December 31, 2024 and 2023, the company had an accrual of \$ 5.0 million and \$ 4.6 million, respectively, for the payment of penalties and interest.

At December 31, 2024, all of the company's liability for unrecognized tax benefits, if recognized, would affect the company's effective tax rate. Within the next 12 months, the company believes that it is reasonably possible that the amount of unrecognized tax benefits may decrease by \$ 1.3 million related to a statute of limitation expiration; however, various events could cause this belief to change in the future.

The company and its subsidiaries file income tax returns in the U.S. federal jurisdiction, and various states and foreign jurisdictions. The company is currently undergoing audits in several of its foreign jurisdictions. Ongoing income tax audits throughout the world are not expected to have a material impact on the company's financial position.

Internal Revenue Code Sections 382 and 383 provide annual limitations with respect to the ability of a corporation to utilize its net operating loss (as well as certain built-in losses) and tax credit carryforwards, respectively (Tax Attributes), against future U.S. taxable income, if the corporation experiences an "ownership change." In general terms, an ownership change may result from transactions increasing the ownership of certain stockholders in the stock of a corporation by more than 50 percentage points over a three-year period. The company regularly monitors ownership changes (as calculated for purposes of Section 382). The company has determined that, for purposes of the rules of Section 382 described above, an ownership change occurred in 2011. Any future transaction or transactions and the timing of such transaction or transactions could trigger additional ownership changes under Section 382.

As a result of the ownership change in 2011, utilization for certain of the company's Tax Attributes, U.S. net operating losses and tax credits, is subject to an overall annual limitation of \$ 70.6 million. The cumulative limitation as of December 31, 2024, is approximately \$ 405 million. This limitation will be applied to any net operating losses and then to any other Tax Attributes. Any unused limitation may be carried over to later years. Based on presently available information and the existence of tax planning strategies, the company does not expect to incur a U.S. federal cash tax liability in the near term.

## Note 8 — Earnings (loss) per common share

The following table provides the calculations for the company's earnings (loss) per common share attributable to Unisys Corporation (shares in thousands).

Year ended December 31,	2024	2023	2022
<b>Basic loss per common share computation:</b>			
Net loss attributable to Unisys Corporation	\$ (193.4)	\$ (430.7)	\$ (106.0)
Weighted average shares	<u>69,199</u>	<u>68,254</u>	<u>67,665</u>
<b>Basic loss per common share</b>	<b>\$ (2.79)</b>	<b>\$ (6.31)</b>	<b>\$ (1.57)</b>
<b>Diluted loss per common share computation:</b>			
Net loss attributable to Unisys Corporation	\$ (193.4)	\$ (430.7)	\$ (106.0)
Weighted average shares	<u>69,199</u>	<u>68,254</u>	<u>67,665</u>
Plus incremental shares from assumed conversions of employee stock plans	—	—	—
Adjusted weighted average shares	<u>69,199</u>	<u>68,254</u>	<u>67,665</u>
<b>Diluted loss per common share</b>	<b>\$ (2.79)</b>	<b>\$ (6.31)</b>	<b>\$ (1.57)</b>
Anti-dilutive weighted-average restricted stock units <sup>(i)</sup>	<u>2,340</u>	<u>945</u>	<u>481</u>

<sup>(i)</sup>Amounts represent shares excluded from the computation of diluted earnings per share, as their effect, if included, would have been anti-dilutive for the periods presented.

## Note 9 — Accounts receivable

Accounts receivable consist principally of trade accounts receivable from customers and are generally unsecured and due within 30 to 90 days. Credit losses relating to these receivables consistently have been within management's expectations. Expected credit losses are recorded as an allowance for credit losses in the consolidated balance sheets. Estimates of expected credit losses are based primarily on the aging of the accounts receivable balances. The company records a specific reserve for individual accounts when it becomes aware of a customer's inability to meet its financial obligations, such as in the case of bankruptcy filings or deterioration in the customer's operating results or financial position. The collection policies and procedures of the company vary by credit class and prior payment history of customers.

Revenue recognized in excess of billings on services contracts, or unbilled accounts receivable, was \$ 95.3 million and \$ 93.9 million at December 31, 2024 and 2023, respectively.

Unearned income, which is reported as a deduction from accounts receivable, was \$ 5.4 million and \$ 9.0 million at December 31, 2024 and 2023, respectively.

The allowance for credit losses, which is reported as a deduction from accounts receivable, was \$ 7.6 million and \$ 9.5 million at December 31, 2024 and 2023, respectively. The provision for credit losses, which is reported in selling, general and administrative expenses in the consolidated statements of income (loss), was expense (income) of \$( 1.2 ) million, \$( 0.2 ) million and \$ 0.3 million, in 2024, 2023 and 2022, respectively.

Additionally, long-term receivables were \$ 43.7 million and \$ 70.3 million at December 31, 2024 and 2023, respectively, and are reported in other long-term assets on the company's consolidated balance sheets.

## Note 10 — Contract assets and deferred revenue

Contract assets represent rights to consideration in exchange for goods or services transferred to a customer when that right is conditional on something other than the passage of time. Deferred revenue represents contract liabilities.

Net contract assets (liabilities) are as follows:

As of December 31,	2024	2023
Contract assets - current	\$ 16.0	\$ 11.7
Contract assets - long-term <sup>(i)</sup>	6.0	8.6
Deferred revenue - current	(210.4)	(198.6)
Deferred revenue - long-term	(108.8)	(104.4)

<sup>(i)</sup>Reported in other long-term assets on the company's consolidated balance sheets.

Significant changes in the above contract liability balances were as follows:

Year ended December 31,	2024	2023
Revenue recognized that was included in deferred revenue at the beginning of the period	\$ 189.5	\$ 198.9

### Note 11 — Capitalized contract costs

The company's incremental direct costs of obtaining a contract consist of sales commissions which are deferred and amortized ratably over the initial contract life. These costs are classified as current or noncurrent based on the timing of when the company expects to recognize the expense. The current and noncurrent portions of deferred commissions are included in prepaid expenses, other current assets and in other long-term assets, respectively, in the company's consolidated balance sheets.

Deferred commissions were as follows:

As of December 31,	2024	2023
Deferred commissions	\$ 7.2	\$ 3.7

Amortization expense related to deferred commissions was as follows:

Year ended December 31,	2024	2023	2022
Deferred commissions - amortization expense <sup>(i)</sup>	\$ 1.1	\$ 1.5	\$ 2.9

<sup>(i)</sup>Reported in selling, general and administrative expense in the company's consolidated statements of income (loss).

Costs on outsourcing contracts are generally expensed as incurred. However, certain costs incurred upon initiation of an outsourcing contract (costs to fulfill a contract), principally initial customer setup, are capitalized and expensed over the initial contract life. These costs are included in outsourcing assets, net in the company's consolidated balance sheets, and are amortized over the initial contract life and reported in cost of revenue.

Costs to fulfill a contract were as follows:

As of December 31,	2024	2023
Costs to fulfill a contract	\$ 12.9	\$ 19.2

Amortization expense related to costs to fulfill a contract was as follows:

Year ended December 31,	2024	2023	2022
Costs to fulfill a contract - amortization expense	\$ 3.5	\$ 6.7	\$ 23.7

The remaining balance of outsourcing assets, net is comprised of fixed assets and software used in connection with outsourcing contracts. These costs are capitalized and depreciated over the shorter of the initial contract life or in accordance with the company's fixed asset policy.

### Note 12 — Financial instruments and concentration of credit risks

Due to its foreign operations, the company is exposed to the effects of foreign currency exchange rate fluctuations on the U.S. dollar, principally related to intercompany account balances. The company uses derivative financial instruments to reduce its exposure to market risks from changes in foreign currency exchange rates on such balances. The company enters into foreign exchange forward contracts, generally having maturities of three months or less, which have not been designated as hedging instruments. At December 31, 2024 and 2023, the notional amount of these contracts was \$ 501.3 million and \$ 488.4 million, respectively. The fair value of these forward contracts is based on quoted prices for similar but not identical financial instruments; as such, the inputs are considered Level 2 inputs.

The following table summarizes the fair value of the company's foreign exchange forward contracts.

As of December 31,	2024	2023
<b>Balance Sheet Location</b>		
Prepaid expenses and other current assets		
	\$ 0.1	\$ 9.0
Other accrued liabilities		
	9.5	0.1
<b>Total fair value</b>		
	\$ (9.4)	\$ 8.9

The following table summarizes the location and amount of gains (losses) recognized on foreign exchange forward contracts.

Year Ended December 31,	2024	2023	2022
<b>Statement of Income Location</b>			
Other (expense), net	\$ (35.6)	\$ 13.5	\$ (39.3)

Other financial instruments include temporary cash investments and customer accounts receivable. Temporary investments are placed with creditworthy financial institutions, primarily in money market funds, time deposits and certificate of deposits, which may be withdrawn at any time at the discretion of the company without penalty. At December 31, 2024 and 2023, the company's cash equivalents principally have maturities of less than one month or can be withdrawn at any time at the discretion of the company without penalty. Due to the short maturities of these instruments, they are carried on the consolidated balance sheets at cost plus accrued interest, which approximates fair value. Receivables are due from a large number of customers that are dispersed worldwide across many industries. At December 31, 2024 and 2023, the company had no significant concentrations of credit risk with any one customer.

### Note 13 — Properties

The components of properties, net were as follows:

As of December 31,	2024	2023
Buildings	\$ 0.3	\$ 0.3
Machinery and office equipment	208.7	211.5
Internal-use software	180.9	177.1
Rental equipment	6.3	7.5
Total properties	\$ 396.2	\$ 396.4
Less - Accumulated depreciation and amortization	339.1	332.1
<b>Properties, net</b>	<b>\$ 57.1</b>	<b>\$ 64.3</b>

Long-lived assets to be sold are classified as held-for-sale in the period in which they meet all the criteria for the disposal of long-lived assets. The company measures assets held-for-sale at the lower of their carrying amount or fair value less cost to sell. At both December 31, 2024 and 2023, the company had \$ 4.9 million of assets held-for-sale related to its data center facility located in Eagan, Minnesota. In 2021, the company determined that these assets met the criteria for classification of assets held-for-sale.

Since the assets have been held-for-sale for more than a year, the company evaluates whether (i) the company has taken all necessary actions to respond to the change in circumstances; (ii) the company is actively marketing the data center facility at a price that is reasonable; and (iii) the company continues to meet all of the criteria to continue to classify the assets as held-for-sale.

During 2022, the company recognized an asset held-for-sale write-down of \$ 13.6 million, reducing the assets to its estimated current fair market value less costs to sell. The valuation report was considered a Level 2 input. The company is actively marketing this facility for sale and has identified a potential interested party. The company believes the classification continues to be appropriate and that all the criteria has been met to classify these assets as held-for-sale at December 31, 2024.

## Note 14 — Goodwill and intangible assets

### Goodwill

Changes in the carrying amount of goodwill by reporting unit were as follows:

	Total	DWS	CA&I	ECS	Other
Balance at December 31, 2022	\$ 287.1	\$ 140.5	\$ 38.0	\$ 98.3	\$ 10.3
Translation adjustments	0.3	0.3	—	—	—
Balance at December 31, 2023	<b>287.4</b>	<b>140.8</b>	<b>38.0</b>	<b>98.3</b>	<b>10.3</b>
Goodwill impairment <sup>(i)</sup>	( 39.1 )	( 39.1 )	—	—	—
Translation adjustments	( 0.4 )	( 0.4 )	—	—	—
Balance at December 31, 2024	<b>\$ 247.9</b>	<b>\$ 101.3</b>	<b>\$ 38.0</b>	<b>\$ 98.3</b>	<b>\$ 10.3</b>

<sup>(i)</sup> During the third quarter of 2024, the company recorded a goodwill impairment charge of \$ 39.1 million in its DWS reporting unit as the carrying value exceeded its fair value. See Note 1, "Summary of significant accounting policies" for additional details.

Accumulated goodwill impairment losses as of December 31, 2024 were \$ 39.1 million. There were no accumulated goodwill impairment losses as of December 31, 2023.

At December 31, 2024, there was no goodwill allocated to reporting units with negative net assets. At December 31, 2023, the amount of goodwill allocated to reporting units with negative net assets within Other was \$ 10.3 million.

### Intangible Assets, Net

Intangible assets, net at December 31, 2024 and 2023 consists of the following:

As of December 31, 2024	Gross Carrying Amount		Accumulated Amortization		Net Carrying Amount	
Technology <sup>(i)</sup>	\$ 10.0	\$ 10.0	\$ 10.0	\$ 10.0	\$ —	\$ —
Customer relationships <sup>(ii)</sup>		54.2		19.0		<b>35.2</b>
Marketing <sup>(ii)</sup>		1.3		1.0		<b>0.3</b>
Total	\$ 65.5	\$ 65.5	\$ 30.0	\$ 30.0	\$ 35.5	\$ 35.5

As of December 31, 2023	Gross Carrying Amount		Accumulated Amortization		Net Carrying Amount	
Technology <sup>(i)</sup>	\$ 10.0	\$ 10.0	\$ 8.1	\$ 8.1	\$ 1.9	\$ 1.9
Customer relationships <sup>(ii)</sup>		54.2		14.1		<b>40.1</b>
Marketing <sup>(ii)</sup>		1.3		0.6		<b>0.7</b>
Total	\$ 65.5	\$ 65.5	\$ 22.8	\$ 22.8	\$ 42.7	\$ 42.7

<sup>(i)</sup> Amortization expense is included within cost of revenue - technology in the consolidated statements of income (loss).

<sup>(ii)</sup> Amortization expense is included within selling, general and administrative expense in the consolidated statements of income (loss).

Amortization expense was \$ 7.2 million, \$ 9.7 million and \$ 10.1 million for the years ended December 31, 2024, 2023 and 2022, respectively.

The future amortization relating to acquired intangible assets at December 31, 2024 was estimated as follows:

Year	Future Amortization Expense
2025	\$ 4.3
2026	4.0
2027	4.0
2028	4.0
2029	4.0
Thereafter	15.2
Total	\$ 35.5

### Note 15 — Debt

Long-term debt is comprised of the following:

As of December 31,	2024	2023
6.875 % senior secured notes due November 1, 2027 (Face value of \$ 485.0 million less unamortized issuance costs of \$ 3.4 million and \$ 4.6 million at December 31, 2024 and 2023, respectively)	\$ 481.6	\$ 480.4
Finance leases	2.8	0.3
Other debt	8.8	23.5
Total	493.2	504.2
Less – current maturities	5.0	13.0
Total long-term debt	\$ 488.2	\$ 491.2

Long-term debt is carried at amortized cost and its estimated fair value is based on market prices classified as Level 2 in the fair value hierarchy.

Presented below are the estimated fair values of long-term debt.

As of December 31,	2024	2023
6.875 % senior secured notes due November 1, 2027	\$ 471.3	\$ 437.5

The company's principal sources of liquidity are cash on hand, cash from operations and its Amended and Restated ABL Credit Facility, discussed below. The company and certain international subsidiaries have access to uncommitted lines of credit from various banks.

At December 31, 2024, the company had met all covenants and conditions under its various lending agreements. The company expects to continue to meet these covenants and conditions through at least the next twelve months.

Maturities of long-term debt, including finance leases, in each of the next five years and thereafter are as follows:

Year	Total	Long-Term		Finance Leases	
		Debt			
2025	\$ 5.0	\$ 4.5		\$ 0.5	
2026		4.0	3.3		0.7
2027		483.2	482.5		0.7
2028		0.8	0.1		0.7
2029		0.2	—		0.2
Total	\$ 493.2	\$ 490.4		\$ 2.8	

Cash paid for interest and capitalized interest expense was as follows:

Year ended December 31,	2024	2023	2022
Cash paid for interest	\$ 35.4	\$ 35.5	\$ 36.5
Capitalized interest expense	\$ 4.5	\$ 5.7	\$ 5.1

#### **Senior Secured Notes due 2027**

The company has outstanding \$ 485.0 million aggregate principal amount of its 6.875 % Senior Secured Notes due 2027 (the 2027 Notes). The 2027 Notes pay interest semiannually on May 1 and November 1 and will mature on November 1, 2027, unless earlier repurchased or redeemed. The 2027 Notes are fully and unconditionally guaranteed on a senior secured basis by Unisys Holding Corporation, Unisys NPL, Inc. and Unisys AP Investment Company I, each of which is a U.S. corporation that is directly or indirectly owned by the company (the subsidiary guarantors).

The 2027 Notes and the related guarantees rank equally in right of payment with all of the existing and future senior debt of the company and its subsidiary guarantors and senior in right of payment to any future subordinated debt of the company and its subsidiary guarantors. The 2027 Notes and the related guarantees are structurally subordinated to all existing and future liabilities (including preferred stock, trade payables and pension liabilities) of the subsidiaries of the company that are not subsidiary guarantors. The 2027 Notes and the guarantees are secured by liens on substantially all assets of the company and the subsidiary guarantors, other than certain excluded assets (the collateral). The liens securing the 2027 Notes on certain Asset Based Lending (ABL) collateral are subordinated to the liens on ABL collateral in favor of the ABL secured parties and, in the future, the liens securing the 2027 Notes may be subordinated to liens on the collateral securing certain permitted first lien debt, subject to certain limitations and permitted liens.

The company may, on any one or more occasions, redeem all or a part of the 2027 Notes at specified redemption premiums, declining to par for any redemptions on or after November 1, 2025.

The indenture contains covenants that limit the ability of the company and its restricted subsidiaries to, among other things: (i) incur additional indebtedness and guarantee indebtedness; (ii) pay dividends or make other distributions or repurchase or redeem its capital stock; (iii) prepay, redeem or repurchase certain debt; (iv) issue certain preferred stock or similar equity securities; (v) make loans and investments; (vi) sell assets; (vii) create or incur liens; (viii) enter into transactions with affiliates; (ix) enter into agreements restricting its subsidiaries' ability to pay dividends; and (x) consolidate, merge or sell all or substantially all of its assets. These covenants are subject to several important limitations and exceptions.

If the company experiences certain kinds of changes of control (as defined in the indenture), it will be required to offer to repurchase the 2027 Notes at 101 % of the principal amount of the 2027 Notes, plus accrued and unpaid interest as of the repurchase date, if any. In addition, if the company sells assets under certain circumstances, it must apply the proceeds towards an offer to repurchase the 2027 Notes at a price equal to par plus accrued and unpaid interest, if any.

The indenture also provides for events of default, which, if any of them occur, would permit or require the principal, premium, if any, interest and any other monetary obligations on all the then outstanding 2027 Notes to be due and payable immediately.

Interest expense related to the 2027 Notes is comprised of the following:

Year ended December 31,	2024	2023	2022
Contractual interest coupon	\$ 33.3	\$ 33.3	\$ 33.3
Amortization of issuance costs	1.2	1.2	1.2
Total	\$ 34.5	\$ 34.5	\$ 34.5

#### **Asset Based Lending (ABL) Credit Facility**

The company has a secured revolving credit facility (the Amended and Restated ABL Credit Facility), which was amended in October 2024 (the Amendment). Among other things, the Amendment extended the maturity from October 29, 2025 to October 29, 2027 and reduced the aggregate amount of loans and letters of credit available under the Amended and Restated ABL Credit Facility to \$ 125.0 million (with a limit on letters of credit of \$ 40.0 million), with an accordion feature provision allowing for the aggregate amount available to be increased up to \$ 155.0 million upon the satisfaction of certain specified conditions.

Availability under the credit facility is subject to a borrowing base calculated by reference to the company's receivables. At December 31, 2024, the company had no borrowings and no letters of credit outstanding. Availability under the credit facility was \$ 117.1 million.

The Amended and Restated ABL Credit Facility is subject to a springing maturity, under which the Amended and Restated ABL Credit Facility will immediately mature 91 days prior to the maturity date of the 2027 Notes or any date on which contributions to pension funds in the United States in an amount in excess of \$ 100.0 million are required to be paid unless the company is able to meet certain conditions, including that the company has the liquidity (as defined in the Amended and Restated ABL Credit Facility) to cash settle the amount the remaining outstanding balance of the 2027 Notes or the amount of such pension payments, as applicable, no default or event of default has occurred under the Amended and Restated ABL Credit Facility, the company's liquidity is above \$ 130.0 million and the company is in compliance with the then applicable fixed charge coverage ratio on a pro forma basis.

The Amended and Restated ABL Credit Facility is guaranteed by the subsidiary guarantors and any future material domestic subsidiaries. The facility is secured by the assets of the company and the subsidiary guarantors, other than certain excluded assets, under a security agreement entered into by the company and the subsidiary guarantors in favor of Bank of America, N.A., as agent for the lenders under the credit facility.

The company is required to maintain a minimum fixed charge coverage ratio if the availability under the Amended and Restated ABL Credit Facility falls below the greater of 10 % of the lenders' commitments under the facility and \$ 12.5 million.

The Amended and Restated ABL Credit Facility contains customary representations and warranties, including, but not limited to, that there has been no material adverse change in the company's business, properties, operations or financial condition. The Amended and Restated ABL Credit Facility includes restrictions on the ability of the company and its subsidiaries to, among other things, incur other debt or liens, dispose of assets and make acquisitions, loans and investments, repurchase its equity, and prepay other debt. These restrictions are subject to several important limitations and exceptions. Events of default include non-payment, failure to comply with covenants, materially incorrect representations and warranties, change of control and default under other debt aggregating at least \$ 50.0 million, subject to relevant cure periods, as applicable.

#### **Note 16 — Other accrued liabilities**

Other accrued liabilities (current) are comprised of the following:

As of December 31,	2024	2023
Payrolls and commissions	\$ 135.1	\$ 124.5
Income taxes	47.0	31.4
Taxes other than income taxes	24.0	27.4
Accrued vacations	21.5	22.4
Operating leases	15.0	19.1
Cost reduction	13.0	9.4
Pension and postretirement	9.7	10.2
Accrued interest	5.6	5.8
Other	43.8	58.2
Total other accrued liabilities	\$ 314.7	\$ 308.4

## Note 17 — Employee plans

**Stock plans** Under stockholder approved stock-based plans, stock options, stock appreciation rights, restricted stock and restricted stock units may be granted to officers, directors and other key employees. At December 31, 2024, 8.2 million shares of unissued common stock of the company were available for granting under these plans.

As of December 31, 2024, the company has granted restricted stock and restricted stock units under these plans. The company recognizes compensation cost, net of a forfeiture rate, in selling, general and administrative expense, and recognizes compensation cost only for those awards expected to vest. The company estimates the forfeiture rate based on its historical experience and its expectations about future forfeitures.

During the years ended December 31, 2024, 2023 and 2022, the company recorded \$ 21.2 million, \$ 17.2 million and \$ 20.0 million of share-based restricted stock and restricted stock unit compensation expense, respectively.

Restricted stock and restricted stock unit awards may contain time-based units, performance-based units, total shareholder return market-based units, or a combination of these units. Each performance-based and market-based unit will vest into zero to two shares depending on the degree to which the performance or market conditions are met. Compensation expense for performance-based awards is recognized as expense ratably for each installment from the date of grant until the date the restrictions lapse and is based on the fair market value at the date of grant and the probability of achievement of the specific performance-related goals. Compensation expense for market-based awards is recognized as expense ratably over the measurement period, regardless of the actual level of achievement, provided the service requirement is met. Restricted stock unit grants for the company's directors vest upon award and compensation expense for such awards is recognized upon grant.

A summary of restricted stock and restricted stock unit (RSU) activity for the year ended December 31, 2024 follows (shares in thousands):

	Restricted Stock and RSU	Weighted-Average Grant-Date Fair Value
Outstanding at December 31, 2023	4,758	\$ 9.27
Granted	2,794	6.53
Vested	( 1,590 )	11.61
Forfeited and expired	( 257 )	7.55
Outstanding at December 31, 2024	5,705	6.26

The aggregate weighted-average grant-date fair value of restricted stock and restricted stock units granted during the years ended December 31, 2024, 2023 and 2022 was \$ 19.3 million, \$ 17.1 million and \$ 27.0 million, respectively. The fair value of restricted stock and restricted stock units with time and performance conditions is determined based on the trading price of the company's common shares on the date of grant. The fair value of awards with market conditions is estimated using a Monte Carlo simulation with the following weighted-average assumptions.

Year ended December 31,	2024	2023
Weighted-average fair value of grant	\$ 8.17	\$ 7.32
Risk-free interest rate <sup>(i)</sup>	4.46 %	4.51 %
Expected volatility <sup>(ii)</sup>	76.28 %	63.63 %
Expected life of restricted stock units in years <sup>(iii)</sup>	2.85	2.84
Expected dividend yield	— %	— %

(i) Represents the continuously compounded semi-annual zero-coupon U.S. treasury rate commensurate with the remaining performance period.

(ii) Based on historical volatility for the company that is commensurate with the length of the performance period.

(iii) Represents the remaining life of the longest performance period.

As of December 31, 2024, there was \$ 14.3 million of total unrecognized compensation cost related to outstanding restricted stock and restricted stock units granted under the company's plans. That cost is expected to be recognized over a weighted-average period of 1.5 years. The aggregate weighted-average grant-date fair value of restricted stock and restricted stock units vested during the years ended December 31, 2024, 2023 and 2022 was \$ 18.5 million, \$ 9.1 million and \$ 17.4 million, respectively.

Common stock issued upon lapse of restrictions on restricted stock and restricted stock units are newly issued shares. In light of its tax position, the company is currently not recognizing any tax benefits from the issuance of stock upon lapse of restrictions on restricted stock and restricted stock units.

**Defined contribution and compensation plans** U.S. employees are eligible to participate in an employee savings plan. Under this plan, employees may contribute a percentage of their pay for investment in various investment alternatives. The company matches 50 percent of the first 6 percent of eligible pay contributed by participants to the plan on a before-tax basis (subject to IRS limits). The company funds the match with cash. The charge related to the company match for the years ended December 31, 2024, 2023 and 2022, was \$ 6.9 million, \$ 6.6 million and \$ 6.9 million, respectively.

The company has defined contribution plans in certain locations outside the United States. The charge related to these plans was \$ 18.2 million, \$ 16.9 million and \$ 16.6 million, for the years ended December 31, 2024, 2023 and 2022, respectively.

The company has non-qualified compensation plans, which allow certain highly compensated employees and directors to defer the receipt of a portion of their salary, bonus and fees. Participants can earn a return on their deferred balance that is based on hypothetical investments in various investment vehicles. Changes in the market value of these investments are reflected as an adjustment to the liability with an offset to expense. As of December 31, 2024 and 2023, the liability to the participants of these plans was \$ 8.0 million and \$ 7.1 million, respectively. These amounts reflect the accumulated participant deferrals and earnings thereon as of that date. The company makes no contributions to the deferred compensation plans and remains contingently liable to the participants.

**Retirement benefits** For the company's more significant defined benefit pension plans, including the U.S. and U.K., accrual of future benefits under the plans has ceased. Management develops the actuarial assumptions used by its U.S. and international defined benefit pension plan obligations based upon the circumstances of each particular plan. The determination of the defined benefit pension plan obligations requires the use of estimates.

The American Rescue Plan Act, which was signed into law in the U.S. in 2021, includes a provision for pension relief that extends the amortization period for required contributions from 7 to 15 years and provides for the stabilization of interest rates used to calculate future required contributions. As a result, the company was not required to make cash contributions to its U.S. qualified defined benefit pension plans in 2024, 2023 and 2022.

In March 2024, the company purchased a group annuity contract, with plan assets, for approximately \$ 192 million to transfer projected benefit obligations related to approximately 3,800 retirees of one of the company's U.S. defined benefit pension plans. This action resulted in a pre-tax settlement loss of \$ 130.1 million for the year ended December 31, 2024.

In March 2023, the company purchased a group annuity contract, with plan assets, for approximately \$ 263 million to transfer projected benefit obligations related to approximately 8,650 retirees of one of the company's U.S. defined benefit pension plans. This action resulted in a pre-tax settlement loss of \$ 181.0 million for the year ended December 31, 2023.

In November 2023, the company purchased a group annuity contract, with plan assets, for approximately \$ 253 million to transfer projected benefit obligations related to approximately 3,900 retirees of one of the company's U.S. defined benefit pension plans. This action resulted in a pre-tax settlement loss of \$ 167.2 million for the year ended December 31, 2023.

Retirement plans' funded status and amounts recognized in the company's consolidated balance sheets follows:

As of December 31,	U.S. Plans		International Plans	
	2024	2023	2024	2023
<b>Change in projected benefit obligation</b>				
Benefit obligation at beginning of year	\$ 2,291.7	\$ 2,852.9	\$ 1,715.4	\$ 1,574.6
Service cost	—	—	1.3	1.1
Interest cost	115.9	152.7	68.0	72.3
Plan participants' contributions	—	—	1.2	1.2
Plan settlement	(192.0)	(516.1)	(2.9)	(4.5)
Actuarial (gain) loss	(58.8)	80.2	(155.0)	67.7
Benefits paid	(216.3)	(278.0)	(91.3)	(80.9)
Foreign currency translation adjustments	—	—	(22.4)	83.9
Benefit obligation at end of year	\$ 1,940.5	\$ 2,291.7	\$ 1,514.3	\$ 1,715.4
<b>Change in plan assets</b>				
Fair value of plan assets at beginning of year	\$ 1,817.9	\$ 2,440.1	\$ 1,486.2	\$ 1,444.3
Actual return on plan assets	(32.1)	166.1	(68.6)	18.7
Employer contribution	5.6	5.8	16.3	36.6
Plan participants' contributions	—	—	1.2	1.2
Plan settlement	(192.0)	(516.1)	(2.9)	(4.5)
Benefits paid	(216.3)	(278.0)	(91.3)	(80.9)
Foreign currency translation adjustments	—	—	(19.4)	70.8
Fair value of plan assets at end of year	\$ 1,383.1	\$ 1,817.9	\$ 1,321.5	\$ 1,486.2
Funded status at end of year	\$ (557.4)	\$ (473.8)	\$ (192.8)	\$ (229.2)
<b>Amounts recognized in the consolidated balance sheets consist of:</b>				
Prepaid pension and postretirement assets	\$ 15.7	\$ 30.7	\$ 9.9	\$ 7.3
Other accrued liabilities	(5.2)	(5.4)	(0.1)	(0.2)
Long-term pension and postretirement liabilities	(567.9)	(499.1)	(202.6)	(236.3)
Total funded status	\$ (557.4)	\$ (473.8)	\$ (192.8)	\$ (229.2)
<b>Accumulated other comprehensive loss, net of tax</b>				
Net loss	\$ 1,418.5	\$ 1,514.2	\$ 1,002.6	\$ 1,037.8
Prior service credit	\$ (22.2)	\$ (24.7)	\$ (42.0)	\$ (45.0)
Accumulated benefit obligation	\$ 1,940.5	\$ 2,291.7	\$ 1,511.3	\$ 1,712.5

Information for defined benefit retirement plans with an accumulated benefit obligation in excess of plan assets follows:

As of December 31,	2024	2023
Accumulated benefit obligation	\$ 2,964.5	\$ 3,544.3
Fair value of plan assets	\$ 2,191.7	\$ 2,806.2

Information for defined benefit retirement plans with a projected benefit obligation in excess of plan assets follows:

As of December 31,	2024	2023
Projected benefit obligation	\$ 2,967.5	\$ 3,547.2
Fair value of plan assets	\$ 2,191.7	\$ 2,806.2

Net periodic pension expense (income) includes the following components:

Year ended December 31,	U.S. Plans			International Plans		
	2024	2023	2022	2024	2023	2022
Service cost <sup>(i)</sup>	\$ —	\$ —	\$ —	\$ 1.3	\$ 1.1	\$ 1.9
Interest cost	115.9	152.7	114.6	68.0	72.3	39.3
Expected return on plan assets	( 125.4 )	( 178.6 )	( 189.8 )	( 88.1 )	( 84.9 )	( 77.4 )
Amortization of prior service credit	( 2.5 )	( 2.5 )	( 2.5 )	( 2.2 )	( 2.4 )	( 2.6 )
Recognized net actuarial loss	64.3	75.6	125.9	20.9	9.1	37.7
Settlement losses	130.1	348.2	—	0.5	0.7	—
Net periodic pension expense (income)	\$ 182.4	\$ 395.4	\$ 48.2	\$ 0.4	\$ ( 4.1 )	\$ ( 1.1 )

<sup>(i)</sup> Service cost is reported in selling, general and administrative expenses. All other components of net periodic pension expense (income) are reported in other (expense), net in the consolidated statements of income (loss).

Management's significant assumption used in the determination of the defined benefit pension plan obligations with respect to the U.S. pension plans, is the discount rate. Weighted-average assumptions used to determine net periodic pension expense (income) are as follows:

Year ended December 31,	U.S. Plans			International Plans		
	2024	2023	2022	2024	2023	2022
Discount rate	5.70 %	6.04 %	3.18 %	4.24 %	4.80 %	1.73 %
Expected long-term rate of return on assets	7.00 %	7.10 %	6.50 %	4.82 %	4.44 %	3.88 %

Weighted-average assumptions used to determine benefit obligations at December 31 are as follows:

Discount rate	6.09 %	5.70 %	6.04 %	5.10 %	4.24 %	4.80 %
---------------	--------	--------	--------	--------	--------	--------

The company's investment policy targets and ranges for each asset category are as follows:

Asset Category	U.S.		International	
	Target	Range	Target	Range
Equity securities	40 %	35 - 45 %	1 %	0 - 1 %
Debt securities	44 %	39 - 49 %	57 %	52 - 62 %
Real estate	0 %	0 %	1 %	0 - 1 %
Cash	0 %	0 - 5 %	0 %	0 - 0 %
Other	16 %	11 - 21 %	41 %	34 - 49 %

The company periodically reviews its asset allocation, taking into consideration plan liabilities, local regulatory requirements, plan payment streams and then-current capital market assumptions. The actual asset allocation for each plan is monitored at least quarterly, relative to the established policy targets and ranges. If the actual asset allocation is close to or out of any of the ranges, a review is conducted. Rebalancing will occur toward the target allocation, with due consideration given to the liquidity of the investments and transaction costs.

The objectives of the company's investment strategies are as follows: (a) to provide a total return that, over the long term, increases the ratio of plan assets to liabilities by maximizing investment return on assets, at a level of risk deemed appropriate, (b) to maximize return on assets by investing in equity securities in the U.S. and for international plans by investing in appropriate asset classes, subject to the constraints of each plan's asset allocation targets, as discussed above, design and local regulations, (c) to diversify investments within asset classes to reduce the impact of losses in single investments, and (d) for the U.S. plans to invest in compliance with the Employee Retirement Income Security Act of 1974 (ERISA), as amended and any subsequent applicable regulations and laws, and for international plans to invest in a prudent manner in compliance with local applicable regulations and laws.

The company sets the expected long-term rate of return based on the expected long-term return of the various asset categories in which it invests. The company considered the current expectations for future returns and the actual historical returns of each asset class. Also, since the company's investment policy is to actively manage certain asset classes where the potential exists to outperform the broader market, the expected returns for those asset classes were adjusted to reflect the expected additional returns.

In 2025, the company expects to make cash contributions of approximately \$ 92 million to its U.S. and international defined benefit pension plans.

As of December 31, 2024, the following benefit payments are expected to be paid from the defined benefit pension plans:

Year		U.S.	International
2025	\$ 211.0	\$ 89.2	
2026	206.5	92.9	
2027	201.2	95.7	
2028	195.0	97.4	
2029	188.0	100.9	
2030 - 2034	817.3	514.9	

**Other postretirement benefits** A reconciliation of the benefit obligation, fair value of the plan assets and the funded status of the postretirement benefit plans follows:

As of December 31,	2024	2023
<b>Change in accumulated benefit obligation</b>		
Benefit obligation at beginning of year	\$ 60.1	\$ 68.9
Service cost	0.1	0.2
Interest cost	2.3	2.6
Plan participants' contributions	0.2	0.3
Actuarial gain	( 0.8 )	( 6.9 )
Benefits paid	( 5.2 )	( 5.1 )
Foreign currency translation and other adjustments	( 3.3 )	0.1
<b>Benefit obligation at end of year</b>	<b>\$ 53.4</b>	<b>\$ 60.1</b>
<b>Change in plan assets</b>		
Fair value of plan assets at beginning of year	\$ 3.2	\$ 5.2
Actual return on plan assets	( 0.3 )	( 2.8 )
Employer contributions	5.2	5.6
Plan participants' contributions	0.2	0.3
Benefits paid	( 5.2 )	( 5.1 )
Fair value of plan assets at end of year	\$ 3.1	\$ 3.2
<b>Funded status at end of year</b>	<b>\$ ( 50.3 )</b>	<b>\$ ( 56.9 )</b>
Amounts recognized in the consolidated balance sheets consist of:		
Other accrued liabilities	\$ ( 4.4 )	\$ ( 4.6 )
Long-term pension and postretirement liabilities	( 45.9 )	( 52.3 )
<b>Total funded status</b>	<b>\$ ( 50.3 )</b>	<b>\$ ( 56.9 )</b>
Accumulated other comprehensive income, net of tax		
Net income	\$ ( 7.1 )	\$ ( 7.6 )
Prior service cost	0.4	0.6

Net periodic postretirement benefit income includes the following components:

Year ended December 31,	2024	2023	2022
Service cost <sup>(i)</sup>	\$ 0.1	\$ 0.2	\$ 0.2
Interest cost	2.3	2.6	1.9
Expected return on assets	( 0.2 )	( 0.3 )	( 0.3 )
Amortization of prior service cost (credit)	0.2	( 1.3 )	( 1.4 )
Recognized net actuarial gain	( 3.0 )	( 4.0 )	( 2.2 )
<b>Net periodic benefit income</b>	<b>\$ ( 0.6 )</b>	<b>\$ ( 2.8 )</b>	<b>\$ ( 1.8 )</b>

<sup>(i)</sup> Service cost is reported in selling, general and administrative expenses. All other components of net periodic benefit income are reported in other (expense), net in the consolidated statements of income (loss).

Weighted-average assumptions used to determine net periodic postretirement benefit income are as follows:

Year ended December 31,	2024	2023	2022
Discount rate	5.03 %	5.39 %	2.70 %
Expected return on plan assets	5.50 %	5.50 %	5.50 %

Weighted-average assumptions used to determine benefit obligation at December 31 are as follows:

Year ended December 31,	2024	2023	2022
Discount rate	5.56 %	5.03 %	5.39 %

The company reviews its asset allocation periodically, taking into consideration plan liabilities, plan payment streams and then-current capital market assumptions. The company sets the long-term expected return on asset assumption, based principally on the long-term expected return on debt securities. These return assumptions are based on a combination of current market conditions, capital market expectations of third-party investment advisors and actual historical returns of the asset classes. In 2025, the company expects to contribute approximately \$ 3 million to its postretirement benefit plans.

Assumed health care cost trend rates at December 31,	2024	2023
Health care cost trend rate assumed for next year	8.0 %	7.0 %
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate)	4.5 %	4.5 %
Year that the rate reaches the ultimate trend rate	2036	2033

As of December 31, 2024, the following benefits are expected to be paid from the company's postretirement plans:

Year	Expected Payments
2025	\$ 5.1
2026	4.5
2027	4.2
2028	4.0
2029	3.8
2030 – 2034	16.5

The following provides a description of the valuation methodologies and the levels of inputs used to measure fair value, and the general classification of investments in the company's U.S. and international defined benefit pension plans, and the company's other postretirement benefit plan.

**Level 1** – These investments include cash, common stocks, real estate investment trusts, exchange traded funds, futures and options and U.S. government securities. These investments are valued using quoted prices in an active market. Payables, receivables and cumulative futures contracts variation margin received from brokers are also included as Level 1 investments and are valued at face value.

**Level 2** – These investments include the following:

**Pooled Funds** – These investments are comprised of money market funds and fixed income securities. The money market funds are valued using the readily determinable fair value (RDFV) provided by trustees of the funds. The fixed income securities are valued based on quoted prices for identical or similar investments in markets that may not be active.

**Commingled Funds** – These investments are comprised of debt, equity and other securities and are valued using the RDFV provided by trustees of the funds. The fair value per share for these funds are published and are the basis for current transactions.

**Other Fixed Income** – These investments are comprised of corporate and government fixed income investments and asset and mortgage-backed securities for which there are quoted prices for identical or similar investments in markets that may not be active.

**Derivatives** – These investments include forward exchange contracts and options, which are traded on an active market, but not on an exchange; therefore, the inputs may not be readily observable. These investments also include fixed income futures and other derivative instruments.

**Level 3** – These investments include the following:

**Insurance Contracts** – These investments are insurance contracts which are carried at book value, are not publicly traded and are reported at a fair value determined by the insurance provider.

Certain investments are valued using net asset value (NAV) as a practical expedient. These investments may not be redeemable on a daily basis and may have redemption notice periods of up to 120 days. These investments include the following:

**Commingled Funds** – These investments are comprised of debt, equity and other securities. The NAV is used as a practical expedient to estimate fair value. The NAV is based on the fair value of the underlying investments held by the funds less their liabilities. This practical expedient is not used when it is determined to be probable that the fund will sell the investment for an amount different than the reported NAV.

**Private Real Estate and Private Equity** - These investments represent interests in limited partnerships which invest in privately-held companies or privately-held real estate or other real assets. Net asset values are developed and reported by the general partners that manage the partnerships. These valuations are based on property appraisals, utilization of market transactions that provide valuation information for comparable companies, discounted cash flows and other methods. These valuations are reported quarterly and adjusted as necessary at year end based on cash flows within the most recent period.

The following table sets forth by level, within the fair value hierarchy, the plans' assets (liabilities) at fair value at December 31, 2024.

As of December 31, 2024	U.S. Plans				International Plans			
	Fair Value	Level 1	Level 2	Level 3	Fair Value	Level 1	Level 2	Level 3
<b>Pension plans</b>								
Equity Securities								
Common Stocks	\$ 258.3	\$ 258.3	\$ —	\$ —	\$ 0.3	\$ 0.3	\$ —	\$ —
Commingled Funds	241.7		241.7					
Debt Securities								
U.S. Govt. Securities	230.7	230.7						
Other Fixed Income	145.4		145.4		246.0		246.0	
Insurance Contracts					456.8			456.8
Commingled Funds	100.1		100.1		12.1		12.1	
Real Estate								
Real Estate Investment Trusts	34.9	34.9						
Other								
Derivatives <sup>(i)</sup>	(31.0)	(15.9)	(15.1)		(28.3)		(28.3)	
Commingled Funds					13.6		13.6	
Pooled Funds	79.5		79.5		14.9		14.9	
Cumulative futures contracts variation								
margin paid to brokers	14.1	14.1						
Cash	2.4	2.4			43.4	43.4		
Receivables	9.1	9.1			—	—		
Payables	(24.4)	(24.4)			—	—		
Total plan assets in fair value hierarchy <sup>(ii)</sup>	\$ 1,060.8	\$ 509.2	\$ 551.6	\$ —	\$ 758.8	\$ 43.7	\$ 258.3	\$ 456.8
Plan assets measured using NAV as a practical expedient <sup>(iii)</sup> :								
Commingled Funds								
Debt	\$ 91.7				\$ 172.4			
Other	66.0				390.3			
Private Real Estate	115.9							
Private Equity	48.7							
Total pension plan assets	\$ 1,383.1				\$ 1,321.5			
Other postretirement plans								
Insurance Contracts	\$ 3.1		\$ 3.1					

<sup>(i)</sup> Level 1 derivatives represent unrealized appreciation or depreciation on open futures contracts. The value of open futures contracts includes derivatives and the cumulative futures contracts variation margin paid to or received from brokers.

<sup>(ii)</sup> As of December 31, 2024, the pension plans assets include approximately \$ 254 million of investments in funds managed by BlackRock, Inc., a related party of the company. Investment management fees paid by the pension plans to BlackRock, Inc. were not material to the consolidated financial statements for the year ended December 31, 2024.

<sup>(iii)</sup> Investments measured at fair value using NAV as a practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table for these investments are included to permit reconciliation of the fair value hierarchy to the total plan assets.

The following table sets forth by level, within the fair value hierarchy, the plans' assets (liabilities) at fair value at December 31, 2023.

As of December 31, 2023	U.S. Plans				International Plans			
	Fair Value	Level 1	Level 2	Level 3	Fair Value	Level 1	Level 2	Level 3
<i>Pension plans</i>								
Equity Securities								
Common Stocks	\$ 361.5	\$ 360.6	\$ 0.9	\$ —	\$ —	\$ —	\$ —	\$ —
Commingled Funds	227.9		227.9					
Debt Securities								
U.S. Govt. Securities	289.8	289.8						
Other Fixed Income	245.1		245.1		360.3		360.3	
Insurance Contracts					510.6			510.6
Commingled Funds	127.4		127.4		16.1		16.1	
Real Estate								
Real Estate Investment Trusts	34.6	34.6						
Other								
Derivatives <sup>(i)</sup>	89.9	68.1	21.8		( 3.4 )		( 3.4 )	
Commingled Funds					13.2		13.2	
Pooled Funds	80.0		80.0		12.0		12.0	
Cumulative futures contracts variation margin received from brokers								
	( 67.4 )	( 67.4 )						
Cash	1.6	1.6			37.9	37.9		
Receivables	10.8	10.8			—	—		
Payables	( 19.0 )	( 19.0 )			—	—		
Total plan assets in fair value hierarchy <sup>(ii)</sup>	\$ 1,382.2	\$ 679.1	\$ 703.1	\$ —	\$ 946.7	\$ 37.9	\$ 398.2	\$ 510.6
Plan assets measured using NAV as a practical expedient <sup>(iii)</sup> :								
Commingled Funds								
Debt	\$ 102.3				\$ 191.4			
Other	96.8				348.1			
Private Real Estate	188.9				—			
Private Equity	47.7				—			
Total pension plan assets	\$ 1,817.9				\$ 1,486.2			
Other postretirement plans								
Insurance Contracts	\$ 3.2		\$ 3.2					

<sup>(i)</sup> Level 1 derivatives represent unrealized appreciation or depreciation on open futures contracts. The value of open futures contracts includes derivatives and the cumulative futures contracts variation margin received from brokers.

<sup>(ii)</sup> As of December 31, 2023, the pension plans assets include approximately \$ 227 million of investments in funds managed by BlackRock, Inc., a related party of the company. Investment management fees paid by the pension plans to BlackRock, Inc. were not material to the consolidated financial statements for the year ended December 31, 2023.

<sup>(iii)</sup> Investments measured at fair value using NAV as a practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table for these investments are included to permit reconciliation of the fair value hierarchy to the total plan assets.

The following tables set forth a summary of changes in the fair value of the plans' Level 3 assets for the years ended December 31, 2024 and 2023.

	January 1, 2024	Realized gains (losses)	Purchases or acquisitions	Sales or dispositions	held at December 31, 2024	Currency and unrealized gains (losses) relating to instruments still held at December 31, 2024
<b>U.S. plans</b>						
<i>Other postretirement plans</i>						
Insurance Contracts	\$ 3.2	\$ (0.3)	\$ 0.2	\$ —	\$ —	\$ 3.1
<i>International pension plans</i>						
Insurance Contracts	\$ 510.6	\$ —	\$ 6.2	\$ (31.0)	\$ (29.0)	\$ 456.8

	January 1, 2023	Realized gains (losses)	Purchases or acquisitions	Sales or dispositions	held at December 31, 2023	Currency and unrealized gains (losses) relating to instruments still held at December 31, 2023
<b>U.S. plans</b>						
<i>Other postretirement plans</i>						
Insurance Contracts	\$ 5.2	\$ (2.8)	\$ 0.8	\$ —	\$ —	\$ 3.2
<i>International pension plans</i>						
Insurance Contracts	\$ 100.3	\$ —	\$ 375.6	\$ (13.8)	\$ 48.5	\$ 510.6

The following table presents additional information about plan assets valued using the net asset value as a practical expedient within the fair value hierarchy table.

	2024			2023				
	Fair Value	Unfunded Commit- ments	Redeption Frequency	Redemption Notice Period Range	Fair Value	Unfunded Commit- ments	Redeption Frequency	Redemption Notice Period Range
<b>U.S. plans</b>								
<i>Commingled Funds</i>								
Debt	\$ 91.7	\$ —	Daily, Monthly	15 - 45 days	\$ 102.3	\$ —	Daily, Monthly	15 - 45 days
Other	66.0	—	Quarterly	90 days	96.8	—	Monthly, Quarterly	5 - 90 days
Private Real Estate <sup>(i)</sup>	115.9	—	Quarterly	60 - 90 days	188.9	—	Quarterly	60 - 90 days
Private Equity <sup>(ii)</sup>	48.7	19.7			47.7	23.3		
Total	\$ 322.3	\$ 19.7			\$ 435.7	\$ 23.3		
<i>International pension plans</i>								
<i>Commingled Funds</i>								
Debt	\$ 172.4	\$ 43.4	Never		\$ 191.4	\$ 42.1	Never	
Other	390.3	—	Bimonthly	10 days	348.1	—	Bimonthly	10 days
Total	\$ 562.7	\$ 43.4			\$ 539.5	\$ 42.1		

<sup>(i)</sup> Includes investments in private real estate funds. The funds invest in U.S. real estate and allow redemptions quarterly, though queues, restrictions and gates may extend the period. A redemption has been requested from three funds, which have a redemption queue with estimates of full receipt of three to five years.

<sup>(ii)</sup> Includes investments in limited partnerships, which invest primarily in secondary markets and private credit. The investments can never be redeemed.

## **Note 18 — Litigation and contingencies**

The company is involved in a wide range of lawsuits, claims, investigations and proceedings, which arise in the ordinary course of business, including actions with respect to commercial and government contracts, labor and employment, employee benefits, environmental matters, intellectual property and non-income tax matters. Further, given the rapidly evolving external landscape of cybersecurity, privacy and data protection laws, regulations and threat actors, the company and its clients have been and will continue to be subject to actions or proceedings in various jurisdictions. These matters can involve a number of different parties, including competitors, clients, current or former employees, government and regulatory agencies, stockholders and representatives of the locations in which the company does business. Many of these matters are also highly complex and may seek recovery on behalf of a class or similarly large number of plaintiffs. It is therefore inherently difficult to predict the size or scope of potential future losses arising from these matters.

The company records a provision for these matters when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated and a gain contingency when the award or recovery is realized or realizable. Significant judgment is required in both the determination of probability and the determination as to whether an exposure is reasonably estimable. Because of uncertainties related to these matters, accruals are based only on the best information available at the time. Any provisions are reviewed at least quarterly and are adjusted to reflect the impact and status of settlements, rulings, advice of counsel and other information and events pertinent to a particular matter. These adjustments could have a material impact on our results of operations and financial position.

The company intends to defend itself vigorously with respect to any legal matters. Based on its experience, the company also believes that the damage amounts claimed against it in the matters disclosed below are not a meaningful indicator of the company's potential liability.

Legal proceedings are inherently unpredictable and unfavorable resolutions have and could occur. Whether any losses, damages or remedies finally determined in any claim, suit, investigation or proceeding could reasonably have a material effect on the company's business, financial condition, results of operations or cash flows will depend on a number of variables, including: the timing and amount of such losses or damages; the structure and type of any such remedies; the significance of the impact any such losses, damages or remedies may have in the company's consolidated financial statements; and the unique facts and circumstances of the particular matter that may give rise to additional factors. Accordingly, it is possible that an adverse outcome from such matters could be material to the company's financial condition, results of operations and cash flows in any particular reporting period.

Notwithstanding that the ultimate results of the lawsuits, claims, investigations and proceedings that have been brought or asserted against the company are not currently determinable, the company believes that at December 31, 2024, it has adequate provisions for any such matters.

The following is a summary of the more significant legal proceedings involving the company.

The company's Brazilian operations, along with those of many other companies doing business in Brazil, are involved in various litigation matters, including numerous governmental assessments related to indirect and other taxes, as well as disputes associated with former employees and contract labor. The tax-related matters pertain to value-added taxes, customs, duties, sales and other non-income-related tax exposures. The labor-related matters include claims related to compensation. The company believes that appropriate accruals have been established for such matters based on information currently available. At December 31, 2024, excluding those matters that have been assessed by management as being remote as to the likelihood of ultimately resulting in a loss, the amount related to unreserved tax-related matters, inclusive of any related interest, is estimated to be approximately \$ 85 million.

As previously disclosed, the company received voluntary requests for information and documents from the SEC relating to the company's policies, procedures and disclosures in connection with cybersecurity incidents. The company cooperated with the SEC's investigation of certain of the company's cybersecurity risk disclosures and cybersecurity-related internal controls, including with respect to the material weaknesses that the company identified and disclosed in the company's Annual Report on Form 10-K for the year ended December 31, 2022. On October 22, 2024, Unisys reached a non-scienter-based administrative proceeding settlement, on a neither admit nor deny basis, with the SEC in connection with the investigation. Non-scienter-based securities violations are made without any knowledge, intent or recklessness. The company concluded that it was in the best interests of the company and its stockholders to constructively resolve this matter with the SEC and the settlement fully resolved the investigation. The SEC recognized the company's cooperation in its investigation and the remediation steps the company has taken to strengthen its cybersecurity risk management and protections. As part of the settlement, the company agreed and paid a \$ 4 million civil penalty. The settlement is not an admission by the company of any wrongdoing.

On December 3, 2024, Unisys reached a settlement in the case of *Unisys Corp. v. Gilbert, et al.* pending in the Eastern District of Pennsylvania. The litigation sought damages from Atos, a competitor, and former employees, alleging theft of Unisys trade secrets and confidential information. This settlement for \$ 40 million allows the company to avoid the costs and uncertainties associated with prolonged litigation and reinforces the value of Unisys's intellectual property. The gain is included within other (expense), net on the company's consolidated statements of income (loss) in 2024. The company received payment of \$ 15 million as of December 31, 2024 and the remaining amount is included within accounts receivable, net on the company's consolidated balance sheets as of December 31, 2024. The company believes that this settlement was in the best interest of its stockholders and resolved the ongoing litigation in a favorable manner.

With respect to the specific legal proceedings and claims described above, except as otherwise noted, either (i) the amount or range of possible losses in excess of amounts accrued, if any, is not reasonably estimable or (ii) the company believes that the amount or range of possible losses in excess of amounts accrued that are estimable would not be material. Nonetheless, the company is unable to predict the outcome from such matters and it is possible that an adverse result could be material to the company's financial conditions, results of operations and cash flows.

#### *Environmental Matters*

The company has an estimated environmental liability for a site that its predecessor company previously operated. As of December 31, 2024, the related liability totaled approximately \$ 24 million, of which \$ 8 million is reported in other accrued liabilities and \$ 16 million in other long-term liabilities on the company's consolidated balance sheets. As of December 31, 2023, the related liability totaled approximately \$ 28 million, of which \$ 13 million is reported in other accrued liabilities and \$ 15 million in other long-term liabilities on the company's consolidated balance sheets. Additionally, the company has an agreement related to this site, which provides for a partial reimbursement of certain costs when all cleanup work has been approved and finalized. As of December 31, 2024, the company expects to recover approximately \$ 33 million, which is included in other long-term assets on the company's consolidated balance sheets.

As the company continues to perform investigation activities and if events and circumstances change, the company may incur future additional costs, which could have a material impact on the company's results of operations, financial condition and cash flows.

#### **Note 19 — Stockholders' equity**

The company has 150 million authorized shares of common stock, par value \$.01 per share, and 40 million shares of authorized preferred stock, par value \$ 1 per share, issuable in series.

At December 31, 2024, 8.4 million shares of unissued common stock of the company were reserved for future issuance.

Accumulated other comprehensive loss is as follows:

	Total	Translation Adjustments	Pension and Postretirement Plans
Balance at December 31, 2021	\$ ( 3,264.1 )	\$ ( 866.2 )	\$ ( 2,397.9 )
Other comprehensive income (loss) before reclassifications	38.0	( 114.1 )	152.1
Amounts reclassified from accumulated other comprehensive loss	150.1	2.9	147.2
Current period other comprehensive income (loss)	188.1	( 111.2 )	299.3
Balance at December 31, 2022	( 3,076.0 )	( 977.4 )	( 2,098.6 )
Other comprehensive (loss) income before reclassifications	( 142.8 )	68.3	( 211.1 )
Amounts reclassified from accumulated other comprehensive loss	418.5	( 3.7 )	422.2
Current period other comprehensive income	275.7	64.6	211.1
Balance at December 31, 2023	( 2,800.3 )	( 912.8 )	( 1,887.5 )
Other comprehensive loss before reclassifications	( 165.0 )	( 74.5 )	( 90.5 )
Amounts reclassified from accumulated other comprehensive loss	208.1	2.6	205.5
Current period other comprehensive income (loss)	43.1	( 71.9 )	115.0
Balance at December 31, 2024	\$ ( 2,757.2 )	\$ ( 984.7 )	\$ ( 1,772.5 )

Amounts reclassified out of accumulated other comprehensive loss are as follows:

Year ended December 31,	2024	2023	2022
Translation adjustments:			
Adjustment for substantial completion of liquidation of foreign subsidiaries <sup>(i)</sup>	\$ 2.6	\$ (3.7)	\$ 2.9
Pension and postretirement plans <sup>(ii)</sup> :			
Amortization of prior service credit	(5.4)	(5.4)	(5.8)
Amortization of actuarial losses	84.3	80.5	159.0
Settlement losses	130.6	348.9	—
Total before tax	212.1	420.3	156.1
Income tax	(4.0)	(1.8)	(6.0)
Total reclassifications for the period	\$ 208.1	\$ 418.5	\$ 150.1

<sup>(i)</sup> Reported in other (expense), net in the consolidated statements of income (loss).

<sup>(ii)</sup> Included in net periodic pension and postretirement cost (see Note 17, "Employee plans").

The following table summarizes the changes in shares of common stock and treasury stock:

	Common Stock	Treasury Stock
Balance at December 31, 2021	72.5	5.3
Stock-based compensation	0.8	0.2
Balance at December 31, 2022	73.3	5.5
Stock-based compensation	0.7	0.1
Balance at December 31, 2023	74.0	5.6
Stock-based compensation	1.6	0.4
Balance at December 31, 2024	75.6	6.0

## Note 20 — Segment information

The company's reportable segments are as follows:

- Digital Workplace Solutions (DWS), which provides workplace solutions featuring intelligent workplace services, proactive experience management and collaboration tools to support business growth;
- Cloud, Applications & Infrastructure Solutions (CA&I), which provides digital transformation in the areas of cloud migration and management, applications and infrastructure transformation and modernization solutions; and
- Enterprise Computing Solutions (ECS), which provides solutions that harness secure, high-intensity enterprise computing and enable digital services through software-defined operating environments.

This segment structure reflects the financial information used by the company's chief operating decision maker (CODM) to make decisions regarding the company's business, including resource allocations and performance assessments, as well as the current operating focus. The company's CODM is a group that consists of the Chief Executive Officer, the President and Chief Operating Officer and the Executive Vice President and Chief Financial Officer.

The CODM evaluates the performance of the segments based on segment revenue and segment gross profit. The company's CODM regularly reviews cost of revenues by segment and treats it as a significant segment expense. Segment revenue and segment gross profit are exclusive of certain activities and expenses that are not allocated to specific segments and reported in other as described below.

Other, as presented in the reconciliation tables below, includes revenue, cost of revenue and assets related to certain non-core business activities including the company's business process solutions, which primarily provides for the management of processes and functions for clients in select industries, and a United Kingdom business process outsourcing consolidated joint venture. Additionally, certain expenses within cost of revenue such as restructuring charges, amortization of purchased intangibles and unusual and nonrecurring items are not allocated to specific segments. These amounts are combined within other revenue and other gross profit (loss) to arrive at total consolidated revenue and total consolidated gross profit (loss) as reported in the reconciliations below.

Corporate assets are principally cash and cash equivalents, prepaid pension and postretirement assets, deferred income taxes and operating lease right-of-use assets.

Information regarding the company's reportable segments is presented below:

	Total Segments	DWS	CA&I	ECS
<b>2024</b>				
Total revenue	\$ 1,701.7	\$ 523.5	\$ 526.9	\$ 651.3
Cost of revenue	1,140.6	441.4	439.8	259.4
Gross profit	\$ 561.1	\$ 82.1	\$ 87.1	\$ 391.9
Total assets	\$ 1,081.4	\$ 323.2	\$ 224.0	\$ 534.2
Capital expenditures	\$ 68.2	\$ 6.0	\$ 6.5	\$ 55.7
<b>2023</b>				
Total revenue	\$ 1,725.1	\$ 546.1	\$ 531.0	\$ 648.0
Cost of revenue	1,170.4	469.9	449.1	251.4
Gross profit	\$ 554.7	\$ 76.2	\$ 81.9	\$ 396.6
Total assets	\$ 1,196.6	\$ 379.2	\$ 249.6	\$ 567.8
Capital expenditures	\$ 65.9	\$ 3.9	\$ 7.1	\$ 54.9
<b>2022</b>				
Total revenue	\$ 1,699.9	\$ 509.9	\$ 520.3	\$ 669.7
Cost of revenue	1,149.1	438.4	473.0	237.7
Gross profit	\$ 550.8	\$ 71.5	\$ 47.3	\$ 432.0
Total assets	\$ 1,190.6	\$ 346.5	\$ 268.3	\$ 575.8
Capital expenditures	\$ 68.4	\$ 6.3	\$ 6.5	\$ 55.6

Presented below is a reconciliation of total segment revenue to total consolidated revenue:

Year ended December 31,	2024	2023	2022
Total segment revenue	\$ 1,701.7	\$ 1,725.1	\$ 1,699.9
Other revenue	306.7	290.3	280.0
Total consolidated revenue	\$ 2,008.4	\$ 2,015.4	\$ 1,979.9

Presented below is a reconciliation of total segment gross profit to total consolidated loss before income taxes:

Year ended December 31,	2024	2023	2022
Total segment gross profit	\$ 561.1	\$ 554.7	\$ 550.8
Other gross profit (loss)	24.8	( 3.4 )	( 21.2 )
Total gross profit	585.9	551.3	529.6
Selling, general and administrative expense	( 424.2 )	( 450.3 )	( 453.2 )
Research and development expense	( 25.2 )	( 24.1 )	( 24.2 )
Goodwill impairment	( 39.1 )	—	—
Interest expense	( 31.9 )	( 30.8 )	( 32.4 )
Other (expense), net	( 140.8 )	( 393.9 )	( 82.4 )
Total loss before income taxes	\$ ( 75.3 )	\$ ( 347.8 )	\$ ( 62.6 )

Presented below is a reconciliation of total segment assets to consolidated assets:

As of December 31,	2024	2023	2022
Total segment assets	\$ 1,081.4	\$ 1,196.6	\$ 1,190.6
Other assets	113.5	82.1	96.8
Cash and cash equivalents	376.5	387.7	391.8
Deferred income taxes	96.6	114.0	118.6
Operating lease right-of-use assets	38.4	35.4	42.5
Prepaid pension and postretirement assets	25.6	38.0	119.5
Other corporate assets	140.3	111.6	105.8
Total assets	\$ 1,872.3	\$ 1,965.4	\$ 2,065.6

Geographic information about the company's revenue, which is principally based on location of the selling organization, properties and outsourcing assets, is presented below:

Year ended December 31,	2024	2023	2022
Revenue			
United States	\$ 864.1	\$ 889.0	\$ 854.9
United Kingdom	241.1	289.3	228.0
Other foreign <sup>(i)</sup>	903.2	837.1	897.0
Total revenue	\$ 2,008.4	\$ 2,015.4	\$ 1,979.9
Properties, net			
United States	\$ 42.4	\$ 45.9	\$ 52.5
Other foreign <sup>(i)</sup>	14.7	18.4	23.4
Total properties, net	\$ 57.1	\$ 64.3	\$ 75.9
Outsourcing assets, net			
United States	\$ 7.6	\$ 19.5	\$ 36.0
Australia	7.5	7.8	9.5
United Kingdom	5.1	2.0	17.9
Other foreign <sup>(i)</sup>	3.8	2.3	3.0
Total outsourcing assets, net	\$ 24.0	\$ 31.6	\$ 66.4

<sup>(i)</sup> No other individual country's revenue, properties, net and outsourcing assets, net exceeded 10% for the years ended December 31, 2024, 2023 and 2022.

Additionally, no single customer accounts for more than 10% of revenue.

## Note 21 — Remaining performance obligations

Remaining performance obligations represent the transaction price of firm orders for which work has not been performed and excludes (1) contracts with an original expected length of one year or less and (2) contracts for which the company recognizes revenue at the amount to which it has the right to invoice for services performed. At December 31, 2024, the company had approximately \$ 1.0 billion of remaining performance obligations of which approximately 38 % is estimated to be recognized as revenue by the end of 2025, 25 % by the end of 2026, 21 % by the end of 2027, 11 % by the end of 2028 and 5 % thereafter.

## Note 22 — Subsequent events

In January 2025, the company made changes to its organizational structure to better align its portfolio of solutions to more effectively address evolving client needs and take further advantage of the synergies across the company's reportable segments. The company's business processing solutions, which were reported within Other, have been integrated into the company's ECS and CA&I reportable segments. Additionally, the company's application development solution, which was reported within ECS, has been operationally centralized within CA&I. These changes did not impact the company's consolidated financial statements as of December 31, 2024 and will be reflected prospectively, with comparable prior period data, in the company's first quarter 2025 Form 10-Q.

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

Not applicable.

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

### **Disclosure Controls and Procedures**

As of the end of the period covered by this Annual Report, management performed, with the participation of the Chief Executive Officer (CEO) and the Chief Financial Officer (CFO), an evaluation of the effectiveness of the company's disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the Exchange Act). In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Based upon that evaluation, the CEO and the CFO concluded that, as of December 31, 2024, the company's disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified by the Securities and Exchange Commission, and that such information is accumulated and communicated to management, including the CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

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

Refer to Management's Report on Internal Control over Financial Reporting on page [42](#).

### **Changes in Internal Control over Financial Reporting**

No change in our internal control over financial reporting occurred during the quarter ended December 31, 2024 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## **ITEM 9B. OTHER INFORMATION**

On December 13, 2024, Shalabh Gupta, Vice President, Tax and Corporate Treasurer (an officer of the Company as defined in Rule 16a-1(f) of the Securities and Exchange Act of 1934), adopted a trading plan (the "Plan") intended to satisfy the affirmative defense of Rule 10b5-1(c) of the Securities Exchange Act of 1934. The Plan provides for the sale of up to 20,000 shares. The Plan will terminate on the earlier of (i) December 12, 2025, (ii) the execution of all trades contemplated by the Plan, or (iii) the valid exercise of termination rights under the Plan by either Mr. Gupta or the broker of the Plan.

No other directors or officers, as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934, of the Company adopted or terminated (i) a Rule 10b5-1 trading arrangement, as defined in Item 408(a) under Regulation S-K of the Securities Act of 1933, or (ii) a non-Rule 10b5-1 trading arrangement, as defined in Item 408(c) under Regulation S-K of the Securities Act of 1933, during the quarter ended December 31, 2024.

## **ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not applicable.

## **PART III**

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

Information regarding our executive officers appears in Part I, Item 1 of this Form 10-K.

The following information is incorporated herein by reference to our Definitive Proxy Statement for the 2025 Annual Meeting of Stockholders (the Proxy Statement):

- Information regarding our directors is set forth under the heading "Information Regarding Nominees."
- Information regarding the Unisys Code of Ethics and Business Conduct is set forth under the heading "Code of Ethics and Business Conduct."
- Information regarding our audit and finance committee and audit committee financial experts is set forth under the heading "Board Committees."
- Information regarding compliance with Section 16(a) is set forth under the heading "Section 16(a) Beneficial Ownership Reporting Compliance."
- Information regarding our director nomination process is set forth under the heading "Director Nomination Process."

The company has adopted an insider trading policy which governs the purchase, sale, and/or any other dispositions of its securities by the company and its directors, officers and employees and is designed to promote compliance with insider trading laws, rules and regulations, and listing standards applicable to the company. Our insider trading policy is filed as Exhibit 19 in Part IV, Item 15 of this Annual Report on Form 10-K.

### **ITEM 11. EXECUTIVE COMPENSATION**

Information regarding executive compensation is set forth under the heading "PROPOSAL 2 - ADVISORY VOTE TO APPROVE EXECUTIVE COMPENSATION" in the Proxy Statement and is incorporated herein by reference.

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

The following information is incorporated herein by reference to the Proxy Statement:

- Information regarding securities authorized for issuance under equity compensation plans is set forth under the heading "EQUITY COMPENSATION PLAN INFORMATION."
- Information regarding the security ownership of certain beneficial owners, directors and executive officers is set forth under the heading "SECURITY OWNERSHIP BY CERTAIN BENEFICIAL OWNERS AND MANAGEMENT."

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

The following information is incorporated herein by reference to the Proxy Statement:

- Information regarding transactions with related persons is set forth under the heading "Related Party Transactions."
- Information regarding director independence is set forth under the heading "Director Independence."

### **ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

Information concerning fees and services of the company's principal accountants is set forth under the heading "Independent Registered Public Accounting Firm Fees & Services" in the Proxy Statement and is incorporated herein by reference.

## PART IV

### ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

#### (a)1. Consolidated Financial Statements

Unisys Corporation's consolidated financial statements are filed as a part of this Annual Report on Form 10-K in Item 8, "Financial Statements and Supplementary Data," and a list of Unisys Corporation's consolidated financial statements are found on page [41](#) on this report.

#### (a)2. Financial Statement Schedules

Schedule II, Valuation and Qualifying Accounts, is found on page [96](#) on this Annual Report on Form 10-K; all other financial statement schedules are omitted because the required information is not applicable, or because the information required is included in the consolidated financial statements and notes thereto.

#### (a)3. Exhibits

The following exhibits are filed as part of this Annual Report on Form 10-K:

Exhibit Number	Description
3.1	<a href="#">Restated Certificate of Incorporation of Unisys Corporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on April 30, 2010)</a>
3.2	<a href="#">Certificate of Amendment of the Restated Certificate of Incorporation of Unisys Corporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on April 28, 2011)</a>
3.3	<a href="#">Certificate of Amendment of the Restated Certificate of Incorporation of Unisys Corporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on April 28, 2017)</a>
3.4	<a href="#">Unisys Corporation Amended and Restated By-Laws of Unisys Corporation, as amended through December 14, 2022 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on December 14, 2022)</a>
4.1	Agreement to furnish to the Commission on request a copy of any instrument defining the rights of the holders of long-term debt which authorizes a total amount of debt not exceeding 10% of the total assets of the Company (incorporated by reference to Exhibit 4 to the Company's Annual Report on Form 10-K for the year ended December 31, 1982 (File No. 1-145))
4.2	<a href="#">Indenture, dated as of October 29, 2020, among Unisys Corporation, Unisys Holding Corporation, Unisys AP Investment Company I, Unisys NPL, Inc. and Wells Fargo Bank, National Association (incorporated by reference to Exhibit 4.1 to the registrant's Current Report on Form 8-K filed on October 29, 2020)</a>
4.3	<a href="#">Specimen Stock Certificate representing the Company's common stock, par value \$.01 share (incorporated by reference to Exhibit 4.9 to the Company's Form S-3 filed on June 12, 2018)</a>
4.4	<a href="#">Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (incorporated by reference to Exhibit 4.5 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020)</a>
10.1*	Form of Indemnification Agreement between Unisys Corporation and each of its Directors (incorporated by reference to Exhibit B to the Company's Proxy Statement, dated March 22, 1988, for its 1988 Annual Meeting of Stockholders)
10.2*	<a href="#">Deferred Compensation Plan for Directors of Unisys Corporation, as amended and restated effective April 22, 2004 (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2004)</a>
10.3*	<a href="#">2005 Deferred Compensation Plan for Directors of Unisys Corporation, as amended and restated effective December 2, 2010 except as otherwise noted therein (incorporated by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K for the year ended December 31, 2010)</a>
10.4*	<a href="#">Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan (incorporated by reference to Appendix A to the Company's Proxy Statement, dated March 29, 2019, for its 2019 Annual Meeting of Stockholders)</a>

10.5\* [Unisys Corporation 2023 Long-Term Incentive and Equity Compensation Plan \(incorporated by reference to the Appendix to the Company's Proxy Statement, dated March 24, 2023, for its 2023 Annual Meeting of Stockholders\)](#)

10.6\* [Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan \(incorporated by reference to the Appendix to the Company's Proxy Statement, dated March 22, 2024, for its 2024 Annual Meeting of Stockholders\)](#)

10.7\* [Form of TSR-Based Restricted Stock Unit Agreement \(incorporated by reference to Exhibit 10.11 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020\)](#)

10.8\* [Form of TSR-Based Cash Award Agreement \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2021\)](#)

10.9\* [Form of TSR-Based Restricted Stock Unit Agreement \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2021\)](#)

10.10\* [Form of Time-Based Restricted Stock Unit Agreement \(incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020\)](#)

10.11\* [Form of Profit-Based Cash Award Agreement \(incorporated by reference to Exhibit 10.15 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020\)](#)

10.12\* [Form of Performance Growth TSR-Based Restricted Stock Unit Agreement \(incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2021\)](#)

10.13\* [Form of Performance Growth Time-Based Restricted Stock Unit Agreement \(incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2021\)](#)

10.14\* [Form of TSR-Based Cash Award Agreement dated as of February 25, 2022 between the Company and Peter Altabef \(incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022\)](#)

10.15\* [Form of TSR-Based Restricted Stock Unit Agreement dated as of February 25, 2022 between the Company and Peter Altabef \(incorporated by reference to Exhibit 10.14 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022\)](#)

10.16\* [Form of Time-Based Restricted Stock Unit Agreement dated as of February 25, 2022 between the Company and Peter Altabef \(incorporated by reference to Exhibit 10.14 to the Company's Annual Report on Form 10-K for the year ended December 31, 2022\)](#)

10.17\* [Form of Profit Based Cash Award Agreement](#)

10.18\* [Form of TSR-Based Cash Award Agreement](#)

10.19\* [Form of Restricted Stock Unit Agreement](#)

10.20\* [Form of TSR-Based Restricted Stock Unit Agreement](#)

10.21\* [Form of Profit Based Cash Award Agreement dated as of February 26, 2024 between the Company and Peter Altabef](#)

10.22\* [Form of TSR-Based Cash Award Agreement dated as of February 26, 2024 between the Company and Peter Altabef](#)

10.23\* [Form of Restricted Stock Unit Agreement dated as of February 26, 2024 between the Company and Peter Altabef](#)

10.24\* [Form of TSR-Based Restricted Stock Unit Agreement dated as of February 26, 2024 between the Company and Peter Altabef](#)

10.25\* [Unisys Executive Annual Variable Compensation Plan \(incorporated by reference to Exhibit A to the Company's Proxy Statement, dated March 23, 1993, for its 1993 Annual Meeting of Stockholders\)](#)

10.26\* [Unisys Corporation 2005 Deferred Compensation Plan, as amended and restated effective September 19, 2014 except as otherwise noted therein \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2014\)](#)

10.27\* [Form of Executive Employment Agreement by and between Unisys Corporation and each of its executive officers \(incorporated by reference to Exhibit 10.11 to the Company's Annual Report on Form 10-K for the year ended December 31, 2012\)](#)

10.28\* [Form of Executive Employment Agreement by and between Unisys Corporation and each of its executive officers \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2024\)](#)

10.29\* [Form of letter agreement by and between Unisys Corporation and each of its executive officers \(incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on December 16, 2014\)](#)

10.30*	<a href="#">Form of Executive Severance Letter of Agreement by and between Unisys Corporation and each of its executive officers (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2024)</a>
10.31*	<a href="#">Unisys Corporation Executive Life Insurance Program, as amended and restated effective April 22, 2004 (incorporated by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2005)</a>
10.32*	<a href="#">Amendment to the Unisys Corporation Executive Life Insurance Program, effective January 1, 2009 (incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008)</a>
10.33*	<a href="#">Unisys Corporation Supplemental Executive Retirement Income Plan, as amended and restated effective January 1, 2009 (incorporated by reference to Exhibit 10.25 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008)</a>
10.34*	<a href="#">Unisys Corporation Savings Plan, as amended and restated effective January 1, 2016 (incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the year ended December 31, 2015)</a>
10.35*	Amendment 2017-1 to the Unisys Corporation Savings Plan effective January 1, 2017 (incorporated by reference to Exhibit 10.27 to the Company's Annual Report on Form 10-K for the year ended December 31, 2016)
10.36*	<a href="#">Unisys Corporation Savings Plan, as amended and restated effective January 1, 2023 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023)</a>
10.37*	<a href="#">Summary of supplemental benefits provided to elected officers of Unisys Corporation (incorporated by reference to Exhibit 10.27 to the Company's Annual Report on Form 10-K for the year ended December 31, 2020)</a>
10.38*	<a href="#">Letter Agreement, dated December 12, 2014, between Unisys Corporation and Peter Altabef (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on December 16, 2014)</a>
10.39*	<a href="#">Employment Agreement, dated December 12, 2014, between Unisys Corporation and Peter Altabef (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on December 16, 2014)</a>
10.40*	<a href="#">Transition Agreement and General Release dated December 5, 2024, between Unisys Corporation and Peter Altabef</a>
10.41*	<a href="#">Amended Offer Letter dated December 5, 2024, between Unisys Corporation and Michael M. Thomson</a>
10.42	<a href="#">Security Agreement dated as of October 29, 2020 by and among Unisys Corporation, Unisys Holding Corporation, Unisys AP Investment Company I, Unisys NPL, Inc. and Wells Fargo Bank, National Association, as Collateral Trustee (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 29, 2020)</a>
10.43	<a href="#">Collateral Trust Agreement dated as of October 29, 2020 by and among Unisys Corporation, Unisys Holding Corporation, Unisys AP Investment Company I, Unisys NPL, Inc. and Wells Fargo Bank, National Association, as Collateral Trustee (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on October 29, 2020)</a>
10.44	<a href="#">Amended and Restated Credit Agreement dated as of October 29, 2020 by and among Unisys Corporation, Unisys Holding Corporation, Unisys AP Investment Company I, Unisys NPL, Inc., the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed on October 29, 2020)</a>
10.45	<a href="#">Amended and Restated Security Agreement dated as of October 29, 2020 by Unisys Corporation, Unisys Holding Corporation, Unisys AP Investment Company I, and Unisys NPL, Inc., in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K filed on October 29, 2020)</a>
10.46	<a href="#">Amendment No.1 dated as of June 2, 2023 to Amended and Restated Credit Agreement dated as of October 29, 2020 by and among Unisys Corporation, Unisys Holding Corporation, Unisys AP Investment Company I, Unisys NPL, Inc., the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023)</a>
10.47	<a href="#">Amendment No 2, dated as of October 28, 2024 to Amended and Restated Credit Agreement dated as of October 29, 2020 and amended as of June 2, 2023 and as of October 28, 2024 by and among Unisys Corporation, the lenders parties thereto and Bank of America, N.A., as Administrative Agent, Sole Bookrunner and Sole Lead Arranger (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 30, 2024)</a>

10.48 [ABL Intercreditor Agreement dated as of October 29, 2020 by and among JPMorgan Chase Bank, N.A., as Administrative Agent, Wells Fargo Bank, National Association, as Collateral Trustee, and Unisys Corporation, Unisys Holding Corporation, Unisys AP Investment Company I, Unisys NPL, Inc., \(incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on October 29, 2020\)](#)

19 [Unisys Insider Trading and Securities Transactions Policy](#)

21 [Subsidiaries of the Company](#)

23.1 [Consent of Grant Thornton LLP \(PCAOB ID 248\)](#)

23.2 [Consent of PricewaterhouseCoopers LLP \(PCAOB ID 238 \)](#)

24 [Power of Attorney](#)

31.1 [Certification of Peter A. Altabef, Chief Executive Officer, pursuant to Rule 13a-14\(a\) or Rule 15d-14\(a\) of the Securities Exchange Act of 1934, as amended](#)

31.2 [Certification of Debra McCann, Chief Financial Officer, pursuant to Rule 13a-14\(a\) or Rule 15d-14\(a\) of the Securities Exchange Act of 1934, as amended](#)

32.1 [Certification of Peter A. Altabef, Chief Executive Officer, pursuant to Rule 13a-14\(a\) or Rule 15d-14\(a\) of the Securities Exchange Act of 1934, as amended, and Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350](#)

32.2 [Certification of Debra McCann, Chief Financial Officer, pursuant to Rule 13a-14\(a\) or Rule 15d-14\(a\) of the Securities Exchange Act of 1934, as amended, and Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350](#)

97 [Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation \(incorporated by reference to Exhibit 97 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023\)](#)

101 The following financial information from Unisys Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2024 formatted in Inline XBRL (Extensible Business Reporting Language) includes: (i) the Consolidated Statements of Income (Loss), (ii) the Consolidated Statements of Comprehensive Income (Loss), (iii) the Consolidated Balance Sheets, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Equity (Deficit), and (vi) Notes to Consolidated Financial Statements

104 Cover page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

\* Denotes compensatory plans or arrangements or management contracts.

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

None.

## 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.

### UNISYS CORPORATION

By: /s/ Peter A. Altabef

**Peter A. Altabef**

**Chair and Chief Executive Officer**

Date: February 21, 2025

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 indicated on February 21, 2025.

/s/ Peter A. Altabef

**Peter A. Altabef**

**Chair and Chief Executive Officer**

**(principal executive officer)**

/s/ Debra McCann

**Debra McCann**

**Executive Vice President and Chief Financial Officer**

**(principal financial officer)**

/s/ David Brown

**David Brown**

**Vice President, Chief Accounting Officer and Corporate**

**Controller**

**(principal accounting officer)**

\*Nathaniel A. Davis

**Nathaniel A. Davis**

**Director**

\*Matthew J. Desch

**Matthew J. Desch**

**Director**

\*Philippe Germond

**Philippe Germond**

**Director**

\*Deborah Lee James

**Deborah Lee James**

**Director**

\*By: /s/ Peter A. Altabef

**Peter A. Altabef**

**Attorney-in-fact**

\*John Kitzmacher

**John Kitzmacher**

**Director**

\*Paul E. Martin

**Paul E. Martin**

**Director**

\*Regina M. Paolillo

**Regina M. Paolillo**

**Director**

\*Troy K. Richardson

**Troy K. Richardson**

**Director**

\*Lee D. Roberts

**Lee D. Roberts**

**Director**

\*Roxanne Taylor

**Roxanne Taylor**

**Director**

## UNISYS CORPORATION

## SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS

(Millions)

Description	Balance at Beginning of Period	Additions			Balance at End of Period
		Charged to Costs and Expenses	Deductions <sup>(i)</sup>		
Allowance for credit losses (deducted from accounts receivable):					
Year Ended December 31, 2022	\$ 8.0	\$ 0.3	\$ 0.8	\$ 9.1	
Year Ended December 31, 2023	\$ 9.1	\$ (0.2)	\$ 0.6	\$ 9.5	
<b>Year Ended December 31, 2024</b>	<b>\$ 9.5</b>	<b>\$ (1.2)</b>	<b>\$ (0.7)</b>	<b>\$ 7.6</b>	

<sup>(i)</sup>Includes write-off of bad debts less recoveries, reclassifications from other current liabilities and foreign currency translation adjustments.

**Exhibit 10.17**

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**  
**Profit-Based Cash Award Agreement**

**In order for the Award provided hereunder to become effective , this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.**

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation (the "Company"), hereby grants to the grantee named below ("Grantee") a Profit-based cash award (the "Award") in accordance with Section 10 of the Plan. Each Award represents an obligation of the Company to make a cash payment to Grantee on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A, Appendix B, and any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), for each Award that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement). Unless otherwise provided in the Addendum, the Award is payable in cash in USD into a brokerage account set up for Grantee in the United States.

Grantee: #ParticipantName#

Target Payment: #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Schedule: The Vesting Schedule is set forth in Appendix A to this Agreement.

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan. The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 25 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 25 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.
3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.
4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5, 6 and 7 of this Agreement, all Awards granted under this Agreement that have not vested will be forfeited and all rights of Grantee with respect to such Awards will terminate without any payment by the Company upon termination of

employment or service by Grantee or by the Employer prior to the applicable vesting date for such Awards, as set forth in Appendix A (each, a "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event of Grantee's termination of employment or service due to Grantee's death, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Payment amount.

6. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix B to this Agreement), any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Payment amount. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 28(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix B to this Agreement.

7. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control either (i) involuntarily by the Employer other than for Cause, or (ii) by Grantee for Good Reason, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 15(b) of the Plan. This paragraph 7 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

8. Each payment that may become due hereunder shall be made only in cash. Except as otherwise provided in paragraph 18, such payment will be made to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

9. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

10. The greatest assets of Unisys<sup>1</sup> are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

For purposes of this paragraph 10, the term "Unisys" shall include the Company and all of its subsidiaries.

10.1 Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys with whom Grantee worked to terminate his or her employment with Unisys, except as directed by Unisys; (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys; or (c) perform services for any Unisys customer or, where allowed by law, prospective customer, of the type Grantee provided while employed by Unisys for any Unisys customer or, where allowed by law, prospective customer for which Grantee worked at any time during the eighteen months prior to leaving Unisys. Grantee acknowledges that by performing services for such customers, it is diverting business opportunities from Unisys.

10.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

10.3 Grantee agrees that Unisys shall be entitled to seek preliminary and permanent injunctive relief, in the event of a breach or threatened breach of any of the covenants contained in this paragraph 10.

10.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

10.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service or any changes in Grantee's title, job duties or compensation, and may not be modified or amended except by a writing executed by Grantee and the Chair of the Board of the Company.

10.6 Grantee agrees, after having the opportunity to take legal advice and having regard to all the circumstances, that the restrictions in Section 10.1 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of Unisys and the legitimate commercial interests of Unisys and that they do not unreasonably impose limitations on Grantee's ability to earn a living. Unisys and Grantee agree that: (a) each restriction in Section 10.1 shall be read and construed independently of the other restrictions in that section so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining Restrictions shall not be affected; and (b) if any restriction in Section 10.1 is found to be void but would be

valid and enforceable if some part of it were deleted or reformed, the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

10.7 Grantee agrees that the benefits received under this Agreement is adequate consideration, sufficient to make the covenants in Section 10 immediately binding and enforceable against Grantee. Grantee understands that the restrictions in Section 10.1 is limited in geographic scope to the United States and any other country in which the Company is engaged in business (or actively planning to engage in business) at the time Grantee's employment with Unisys ends.

10.8 Grantee understands that they have a right to consult with an attorney regarding the Agreement and that they were advised by the Company to do so. Grantee also acknowledges that they received the Agreement at least fourteen (14) days before Participant is required to sign the Agreement.

10.9 Nothing in this Agreement prohibits Grantee from (i) opposing an event or conduct that Grantee reasonably believes is a violation of law, including criminal conduct, discrimination, harassment, retaliation, a safety or health violation, or other unlawful employment practices (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise); or (iii) reporting such an event or conduct to Grantee's attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, or the state or local human rights agency), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Conduct"). Further, nothing requires notice to or approval from the Company before engaging in such Protected Conduct.

11. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units even if restricted stock units have been granted in the past; (iii) all decisions with respect to future awards of restricted stock units, if any, will be at the sole discretion of the Committee or its designee; (iv) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (v) Grantee's participation in the Plan is voluntary; (vi) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (vii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation; (viii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (ix) unless otherwise agreed with the Company, the Award and the shares of Stock subject to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (x) the future value of the underlying shares of Stock is unknown, indeterminable, and cannot be predicted with certainty; (xi) if Grantee accepts the Award and obtains shares of Stock, the value of those shares of Stock acquired upon vesting may increase or decrease in value; (xii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the

termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); (xiii) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xiv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award or the subsequent sale of any shares of Stock acquired upon settlement; and (xv) in the event the Company is required to prepare an accounting restatement, the Award, the shares of Stock subject to the Award and proceeds from a sale of such shares may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, including the Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation, but provided such forfeiture or recoupment is permitted under applicable law.

12. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan or Grantee's acquisition or sale of the underlying shares of Stock. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

13. Regardless of any action the Company or the Employer takes with respect to any or all income tax, employment tax, social insurance, social security, national insurance contribution, payroll tax, contributions, levies payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Award, the issuance of shares of Stock upon settlement of the Award, the subsequent sale of the shares of Stock acquired pursuant to such issuance and the receipt of any dividends or other distributions; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer; (2) withholding from proceeds of the sale of shares of Stock acquired upon vesting or settlement of the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization without further consent); or (3) withholding in shares of Stock to be issued upon vesting or settlement of the Award. Notwithstanding the foregoing, if Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold by means of mandatory withholding of shares in Stock to be issued upon vesting or settlement of the Award, unless the use of such withholding method is problematic under

applicable tax or securities law or has materially adverse accounting consequences, in which case the Company shall use one of the other methods described above under (1) and (2) to satisfy the Company's and/or Employer's withholding obligation.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

Finally, within ninety (90) days of any tax liability arising, Grantee shall pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan or Grantee's receipt of shares of Stock that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock or proceeds of the sale of shares of Stock in settlement of the vested Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

**14. *Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's Global Associate Data Protection Notice. Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.***

15. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

16. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this

Agreement and the Plan. If Grantee has received this Agreement or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

17. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

18. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Units are nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code, Grantee's entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but the delivery of the shares of Stock subject to Grantee's Units shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, delivery of the shares of Stock subject to Grantee's Units will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

19. The Award shall be subject to any special terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the special terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

20. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

21. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any shares of Stock acquired under the Plan, to the extent the Company determines in its sole

discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

22. Notwithstanding any other provision of the Plan or this Agreement to the contrary, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award prior to the completion of any registration or qualification of the shares of Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its sole discretion, deem necessary or advisable. Grantee understands that the Company is under no obligation to register or qualify the shares of Stock with the SEC or any local, state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Stock. Further, Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

23. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

24. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Awards) or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

25. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

26. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Peter A. Altabet  
Chair and Chief Executive Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby accept my Profit-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, and that I agree to be bound thereby and by the actions of the Compensation and Human Resources Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby reject my Profit-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

## UNISYS CORPORATION

**2024 Long-Term Incentive and Equity Compensation Plan  
Profit-Based Cash Award Agreement**

Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or Grantee's relevant Cash Award Agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (the "Addendum"), the "Agreement").

All of the Cash Awards granted under the Agreement are Profit-Based Cash.

**[YEAR 1] Profit-Based Cash Award Agreement**

Profit-Based Cash Awards will vest and be payable in cash only if financial performance goals for [YEAR 1], [YEAR 1]-[YEAR 2], and [YEAR 1]-[YEAR 3] established by the Compensation and Human Resources Committee of the Board of Directors of the Company ("Performance Goals") are achieved. Performance Goals<sup>1</sup> consist of non-GAAP operating profit.<sup>2</sup> One third of the target dollar value (i.e., the Target Payment set forth in the Agreement) is based on performance in [YEAR 1], [YEAR 1]-[YEAR 2] cumulative, and [YEAR 1]-[YEAR 3] cumulative respectively. Threshold, target and maximum performance levels have been set for each goal. The Profit-Based Cash Award will be earned and converted into dollar values at rates ranging from 50% of target (if performance is at threshold level) to 100% of target (if performance is at target level) to 200% of target (if performance is at or above maximum level) and vest as indicated below. If the Company's performance with respect to a metric is below the threshold level, no Profit-Based Cash Award will be earned in respect of that performance measure. See the table below.

**The targets listed below are Company Confidential and information regarding actual performance against these targets may be deemed as material non-public information as defined in the Company's Insider Trading Policy.**

**[YEAR 1] Profit-Based Cash Vesting Schedule**

Performance Basis	Award	Vesting and Settlement Dates <sup>1</sup>	Performance Level for Profit-Based Cash	Profit-Based Cash Vesting Metric: Non-GAAP Operating Profit <sup>(2)</sup> (\$M)	Rate Applied to Target Dollar Value <sup>(3)</sup>
[YEAR 1]	1/3 of the target cash	Earned based on [YEAR 1] performance with vesting on the first anniversary of grant	Threshold		50% of Target
			Target		100% of Target
			Maximum		200% of Target
[YEAR 1]-[YEAR 2]	1/3 of the target cash	Earned based on [YEAR 1]-[YEAR 2] performance with vesting on the second anniversary of grant	Threshold		50% of Target
			Target		100% of Target
			Maximum		200% of Target
[YEAR 1]-[YEAR 3]	1/3 of the target cash	Earned based on [YEAR 1]-[YEAR 3] performance with vesting on the third anniversary of grant	Threshold		50% of Target
			Target		100% of Target
			Maximum		200% of Target

(1) Earned based on performance with vesting/settlement on the anniversary of the grant or the date the Committee has certified achievement of performance goals, if later.

(2) **Non-GAAP Operating Profit:** GAAP Operating Profit includes pretax post-retirement expense, pretax charges in connection with cost-reduction activities, non-operational legal reserves, loss on debt exchange transactions and other non-operational income/expense. Non-GAAP operating profit excludes these items. Non-GAAP Operating Profit is subject to adjustment by the Chief Executive Officer and the Compensation and Human Resources Committee of the Board for special items related to discontinued operations, reorganizations, restructurings or significant non-operational items.

(3) Profit-Based Cash values at performance goal levels between threshold and target and between target and maximum will be interpolated on a straight-line basis.

**UNISYS CORPORATION**

**2024 Long-Term Incentive and Equity Compensation Plan**

**Profit-Based Cash Award Agreement**

Title 42 USC § 12102 – Definition of Disability:

(1) **DISABILITY.** The term "disability" means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) **MAJOR LIFE ACTIVITIES**

(A) **In general**

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) **Major bodily functions**

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) **REGARDED AS HAVING SUCH AN IMPAIRMENT:** For purposes of paragraph (1)(C):

(A) An individual meets the requirement of "being regarded as having such an impairment" if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**

**Addendum**

Certain capitalized terms used but not defined in this addendum and the attachments to the addendum (collectively, the "Addendum") have the meanings set forth in the Plan and/or the Agreement.

**Terms and Conditions**

This Addendum includes additional or different terms and conditions that govern the Award granted to Grantee under the Plan if Grantee resides and/or works in one of the states or countries listed below.

If Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply to Grantee.

**Notifications**

This Addendum also includes high level information regarding exchange controls and certain other issues of which Grantee should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2024. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Grantee not rely on the information in this Addendum as the only source of information relating to the consequences of Grantee's participation in the Plan (e.g., because the information may be out of date at the time that the Award vests and shares of Stock are issued, or Grantee sells shares of Stock acquired upon vesting of the Award under the Plan).

In addition, the information contained herein is general in nature and may not apply to Grantee's particular situation, and the Company is not in a position to assure Grantee of a particular result. Accordingly, Grantee should seek appropriate professional advice as to how the relevant laws in Grantee's country may apply to his or her situation before taking any action. Grantee acknowledges that Grantee is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements.

Finally, if Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable in the same manner to Grantee.

**UNITED STATES**

California: If Grantee is a resident of California, then for so long as Grantee is a resident of California, Section 10.1 shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of California a claim relating to Section 10 arising in California

or in any other way deprive Grantee of the substantive protection of California law with respect to a controversy arising in California.

Colorado: If Grantee is a resident of Colorado, then for so long as the Participant is a resident of Colorado: (1) the scope of customers and clients subject to the restrictions in Section 10.1 (b) and (c) shall be modified to cover only those customers and clients with respect to which Grantee would have been provided trade secret information during their employment with Unisys; and (2) Grantee stipulates that the restrictions in Section 10.1 are reasonable and necessary for the protection of trade secrets within the meaning § 8-2-113(2)(b) (the "Colorado Noncompete Act"). In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Colorado a claim relating to Section 10 arising in Colorado or in any other way deprive Grantee of the substantive protection of Colorado law with respect to a controversy arising in Colorado.

Minnesota: If Grantee is a resident of Minnesota, then for so long as Grantee is a resident of Minnesota, the restrictions in Sections 10.1 (c) shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Minnesota a claim relating to Section 10 arising in Minnesota or in any other way deprive Grantee of the substantive protection of Minnesota law with respect to a controversy arising in Minnesota.

Washington: If Grantee is a resident of Washington, then for so long as Grantee is a resident of Washington, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Washington a claim relating to Section 10 arising in Washington or in any other way deprive Grantee of the substantive protection of Washington law with respect to a controversy arising in Washington.

## AUSTRALIA

### ***Term and Conditions***

#### Australian Offer Document

This offer of Restricted Stock Units is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the Offer of Restricted Stock Units to Australian Resident Employees, which is attached to this Addendum. By accepting the Award, Grantee acknowledges and confirms that he or she has received the Offer Document.

### ***Notifications***

#### Tax Information

The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to the conditions in that Act).

#### Exchange Control Information

Grantee is responsible for reporting cash transactions inbound and/or outbound. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **AUSTRIA**

Grantee agrees that the Plan and any Award shall be considered as non-binding and shall not confer Grantee any rights to future Awards or any benefits resulting from Awards. This shall in no way exclude or restrict the application of any more specific provisions in the Plan.

## **BRAZIL**

### ***Terms and Conditions***

#### Acknowledgement of Nature of Award

This section supplements paragraph 11 of the Agreement:

Grantee agrees that the value of the underlying shares of Stock is not fixed and may increase or decrease in value over the vesting period without compensation to Grantee.

Grantee agrees that, for all legal purposes, (i) the Plan is not a part of the terms and conditions of Grantee's employment; and (ii) the income from the Award, if any, is part of Grantee's remuneration from employment, for all purposes.

#### Compliance with Law

In accepting the grant of the Award, Grantee acknowledges his or her agreement to comply with applicable Brazilian laws including, without limitation, to report the income recognized in connection with the Award on his or her income tax return and to pay any and all applicable tax associated with the Award, the sale of the shares of Stock acquired under the Plan and the receipt of any dividends.

## ***Notifications***

#### Exchange Control Information

An annual declaration of assets and rights held outside of Brazil may need to be filed with the Central Bank of Brazil if Grantee holds assets or rights exceeding a specified aggregate value. Shares of Stock acquired under the Plan that are held outside of Brazil (e.g., in a non-Brazilian brokerage account) are among the assets and rights that may need to be reported. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **CANADA**

#### Settlement of Stock Units only in Stock

Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the grant of the Restricted Stock Units does not provide Grantee any right to receive a cash payment and the Restricted Stock Units may be settled only by delivery of shares of Stock.

Additionally, notwithstanding paragraph 13 of the Agreement, Grantee may satisfy any Tax-Related Items through alternate arrangements satisfactory to the Company prior to the arising of the obligation relating to the Tax-Related Items, otherwise such Tax-Related Items shall be satisfied as set forth in paragraph 13.

#### Termination of Employment

Notwithstanding anything else in the Plan or the Agreement (including paragraph 4 of the Agreement), for purposes of the Agreement, Grantee's employment or service with the Employer shall be deemed to end on the date on which Grantee ceases to be actively employed by the Employer, which term "actively employed" shall include any period for which Grantee is deemed to be actively employed for purposes of applicable employment standards legislation, and shall exclude any other period of non-working notice of termination or any notice period, whether mandated or implied under local law during which Grantee is not actually employed (e.g., garden leave or similar leave) or during or for which Grantee receives pay in lieu of notice or severance pay. The Company shall have the sole discretion to determine when Grantee is no longer actively employed for purposes of the Agreement without reference to any other agreement, written or oral, including Grantee's contract of employment, if applicable.

#### Securities Law Information

Shares of Stock acquired under the Plan are subject to certain restrictions on resale imposed by Canadian provincial and territorial securities laws, as applicable. Notwithstanding any other provision of the Plan to the contrary, any transfer or resale of any shares of Stock acquired by Grantee pursuant to the Plan must be in accordance with the resale rules under applicable Canadian provincial and territorial securities laws, including (a) Ontario Securities Commission Rule 72-503 Distributions Outside Canada ("72-503"), if Grantee is a resident in the Province of Ontario; and (b) National Instrument 45-102 Resale of Securities, if Grantee is a resident in the Provinces of Nova Scotia. In Ontario, the prospectus requirement does not apply to the first trade of shares of Stock issued in connection with the Stock Units, provided the conditions set forth in section 2.8 of 72-503 are satisfied. In Nova Scotia, the prospectus requirement does not apply to the first trade of shares of Stock issued in connection with the Restricted Stock Units, provided the conditions set forth in section 2.14 of 45-102 are satisfied. The shares of Stock acquired under the Plan may not be transferred or sold in Canada or to a Canadian resident other than in accordance with applicable provincial or territorial securities laws. Grantee is advised to consult Grantee's legal advisor prior to any resale of shares of Stock.

Data Protection. Paragraph 14 of the Agreement is replaced in its entirety with the following paragraph.

**14. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal information (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and any applicable data protection notice and/or privacy policy/statement. Such personal information may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the use and transfer of the personal information, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal information also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal information (or that of persons closely associated with Grantee) is**

**mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal information would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.**

Restrictive Covenants (for employees in Ontario): Paragraph 10.1 is replaced in its entirety with the following paragraph:

Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys to terminate his or her employment with Unisys, except as directed by Unisys; or (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys.

## **COLOMBIA**

### ***Terms and Conditions***

#### Labor Law Acknowledgement and Policy Statement

By voluntarily accepting the Award, Grantee acknowledges that neither the Restricted Stock Units nor any cash payment he or she may receive pursuant to the Restricted Stock Units will constitute a component of his or her "salary" under Article 15 of Law 50/1990 (Article 128 of the Colombian Labor Code), as may be amended from time to time, and will not be considered as made in the nature of a salary payment for any and all legal purposes, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. As the Restricted Stock Units and any payments Grantee receives pursuant to the Restricted Stock Units are wholly discretionary, do not exclusively depend on Grantee's performance and are not granted as direct remuneration for any services Grantee may provide, they will be considered of an extraordinary nature and will not be considered for the payment and/or calculation of any legal or extralegal benefit that may be determined based on Grantee's salary.

### ***Notifications***

#### Securities Law Information

Shares of Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Vacional de Valores y Emisores*) and therefore the shares of Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia.

#### Exchange Control Information

Payments for an investment originating in Colombia (and the liquidation of such investments) may be required to be transferred through the Colombian foreign exchange market (e.g., local banks). Grantee is responsible for complying with any and all Colombian foreign exchange restrictions, approvals, registration and reporting requirements in connection with the Restricted Stock Units and any shares of Stock acquired or funds received under the Plan. This may include reporting obligations to the Central Bank, to the extent such reporting is required. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **COSTA RICA**

No disclosure required.

## FRANCE

### **Terms and Conditions**

#### Consent to Receive Information in English

By accepting the Award, Grantee confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. Grantee accepts the terms of those documents accordingly.

*En acceptant l'Attribution, le Participant confirme avoir lu et compris le Plan et le présent Accord (« Agreement ») y inclus tous leurs termes et conditions, qui ont été communiqués en langue anglaise. Le Participant accepte les dispositions de ces documents en toute connaissance de cause.*

### **Notifications**

#### Exchange Control Information

Grantee may be required to report the value of any cash or securities that he or she brings into France or sends out of France without the use of a financial institution to the French Customs and Excise Authorities when the value of such cash or securities reaches or exceeds the threshold amount. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## GERMANY

### **Notifications**

#### Exchange Control Information

Grantee may be required to report monthly to the German Federal Bank (*Bundesbank*) cross-border payments in excess of a specified threshold. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## HUNGARY

There are no country-specific provisions for Hungary.

## INDIA

### **Notifications**

#### Exchange Control Information

Grantee may be required to repatriate the cash proceeds received upon the sale of shares of Stock and convert such proceeds into local currency within specified timeframes as required under applicable regulations. Grantee also may

be required to retain evidence of such repatriation. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **NETHERLANDS**

There are no country-specific provisions for the Netherlands.

## **NEW ZEALAND**

### ***Terms and Conditions***

#### Securities Law Information

#### **Warning**

This is an offer of Restricted Stock Units over shares of Stock. Shares of Stock give Grantee a stake in the ownership of the Company. Grantee may receive a return if dividends are paid. Shares of Stock are quoted on the New York Stock Exchange ("NYSE"). This means Grantee may be able to sell them on the NYSE if there are interested buyers. Grantee may get less than he or she invested. The price will depend on the demand for the shares of Stock.

If the Company runs into financial difficulties and is wound up, Grantee will be paid only after all creditors have been paid. Grantee may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, Grantee may not be given all the information usually required. Grantee will also have fewer other legal protections for this investment.

In compliance with applicable New Zealand securities laws, Grantee is entitled to receive, in electronic or other form and free of cost, copies of the Company's latest annual report, relevant financial statements and the auditor's report on said financial statements (if any).

Grantee should ask questions, read all documents carefully, and seek independent financial advice before committing him- or herself.

## **SWITZERLAND**

### ***Terms and Conditions***

#### Tax acknowledgment

This provision supplements paragraph 13 of the Agreement.

In accepting the grant of the Award, Grantee acknowledges that any liability to taxation arising in respect of the grant of Awards or otherwise in connection with the Plan shall be in the account of Grantee, in accordance with Article 17

et seqq. of the Swiss Direct Federal Tax Law, as may be amended from time to time. No liability is assumed by the Company in respect thereof. Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to the Swiss tax authorities (or any other relevant authority).

#### **Notifications**

##### Securities Law Information

The Award is not intended to be publicly offered in or from Switzerland. Because the offer is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other material relating to the offer of the Award (a) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services, as may be amended from time to time ("FinSA"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company or a subsidiary or (c) has been or will be filed with, approved by or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority (e.g., the Swiss Financial Market Supervisory Authority).

#### **UNITED KINGDOM**

##### **Terms and Conditions**

###### Award Payable Only in Shares of Stock

Notwithstanding Section 8(e) of the Plan, Awards granted to Grantees in the United Kingdom shall be paid in shares of Stock only and do not provide any right for Grantee to receive a cash payment.

###### Tax Acknowledgment

This section supplements paragraph 13 of the Agreement.

Without limitation to paragraph 13, Grantee hereby agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, in the event that Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), Grantee understands that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by Grantee, in case the indemnification could be considered to be a loan. In this case, the income tax not collected or paid may constitute a benefit to Grantee on which additional income tax and National Insurance contributions ("NIC") may be payable. Grantee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company for the value of any National Insurance contributions due on this additional benefit, which may also be recovered from Grantee at any time by any of the means referred to in paragraph 13 of the Agreement.

###### Joint Election

As a condition of participation in the Plan, Grantee agrees to accept any liability for secondary Class 1 NICs (the "Employer NICs") which may be payable by the Company and/or the Employer in connection with the Award and any event giving rise to Tax-Related Items. Without prejudice to the foregoing, Grantee agrees to execute a joint election with the Company, in the form formally approved by HMRC (the "Joint Election") and provided by the Company, and any other consent or election required to accomplish the transfer of the liability for Employer NICs to Grantee. Grantee further agrees to execute such other joint elections as may be required between him or her and any successor to the Company and/or the Employer. Grantee further agrees that the Company and/or the Employer may collect the Employer NICs from him or her by any of the means set forth in paragraph 13 of the Agreement or in accordance with the Joint Election.

If Grantee does not enter into a Joint Election prior to vesting of the Award, he or she will not be entitled to vest in the Award and no shares of Stock will be issued to Grantee under the Plan, without any liability to the Company and/or the Employer.

ATTACHMENT TO ADDENDUM FOR AUSTRALIA

**OFFER DOCUMENT**

**UNISYS CORPORATION**

**2024 LONG-TERM INCENTIVE AND EQUITY COMPENSATION PLAN**

**OFFER OF STOCK UNITS  
TO AUSTRALIAN RESIDENT EMPLOYEES**

**Investment in shares involves a degree of risk. Eligible employees who elect to participate in the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the “2024 Plan”) should monitor their participation and consider all risk factors relevant to the acquisition of shares of common stock under the 2024 Plan as set out in this Offer Document and the Additional Documents (as defined herein).**

**Any advice given in this Offer Document in relation to the restricted stock units being offered under the 2024 Plan does not take into account your objectives, financial situation and needs.**

**You should consider obtaining your own financial product advice from a person who is licensed by the Australian Securities and Investments Commission to give such advice.**

**OFFER OF STOCK UNITS  
TO AUSTRALIAN RESIDENT EMPLOYEES**

**UNISYS CORPORATION**

**2024 LONG-TERM INCENTIVE AND EQUITY COMPENSATION PLAN**

We are pleased to provide you with this offer to participate in the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the "2024 Plan"). This Offer Document sets out information regarding the grant of restricted stock units ("Restricted Stock Units") over shares of common stock ("Shares") of Unisys Corporation (the "Company") to Australian resident employees, consultants and directors of the Company and its Australian subsidiary(ies).

The Company has adopted the 2024 Plan to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of the Company and any subsidiaries that exist now or in the future, by offering them an opportunity to participate in the Company's future performance through the grant of Awards. The 2024 Plan and this Offer Document are intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 (the "Corporations Act") and ASIC Class Order CO 14/1000.

Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the 2024 Plan.

**1. OFFER**

This is an Offer of Restricted Stock Units.

**2. TERMS OF GRANT**

The terms of the grant of Restricted Stock Units incorporate the rules of the 2024 Plan, this Offer Document, the applicable Restricted Stock Unit Agreement, including the addendum of country-specific provisions (the "Agreement"). By accepting a grant of Restricted Stock Units, you will be bound by the rules of the 2024 Plan, this Offer Document and the Agreement.

**3. ADDITIONAL DOCUMENTS**

In addition to the information set out in this Offer Document, you are also being provided copies of the following documents:

- (a) the 2024 Plan;
- (b) the 2024 Long-Term Incentive and Equity Compensation Plan Prospectus (the "Plan Prospectus");
- (c) the Employee Information Supplement for Australia; and
- (d) the Agreement.

(collectively, the "Additional Documents").

The Notice and the Agreement set forth, among other details, the vesting conditions applicable to your Restricted Stock Units, information on the settlement of your Restricted Stock Units and the consequences of a change in the nature or status of your employment or service.

The other Additional Documents provide further information to assist you to make an informed investment decision in relation to your participation in the 2024 Plan. Neither the 2024 Plan nor the Plan Prospectus is a prospectus for the purposes of the Corporations Act.

#### **4. RELIANCE ON STATEMENTS**

You should not rely upon any oral statements made to you in relation to this Offer. You should only rely upon the statements contained in this Offer Document and the Additional Documents when considering your participation in the 2024 Plan.

#### **5. WHO IS ELIGIBLE TO PARTICIPATE?**

You are eligible to participate under the 2024 Plan if, at the time of the offer, you are an Australian resident employee, consultant or director of the Company or an Australian subsidiary and meet the eligibility requirements established under the 2024 Plan.

#### **6. ACCEPTING AN AWARD**

The Notice and the Agreement sets forth additional terms and conditions of your Restricted Stock Unit Award. If you wish to accept your Restricted Stock Unit Award, you will need to indicate your acceptance electronically or in writing in accordance with the procedures established by the Company.

#### **7. WHAT ARE THE MATERIAL TERMS OF THE STOCK UNITS?**

##### **(a) What are Restricted Stock Units?**

Restricted Stock Units represent the right to receive Shares upon fulfilment of the vesting conditions set out in the Agreement. The Restricted Stock Units are considered “restricted” because they are subject to forfeiture and restrictions on transfer until they vest. The restrictions are set forth in the Agreement. When your Restricted Stock Units vest, you will be issued Shares at no monetary cost (other than applicable taxes) to you. Notwithstanding anything to the contrary in the 2024 Plan, the Agreement, or any related document, your Restricted Stock Units will be settled in Shares.

You will not be entitled to receive dividend equivalents with respect to your Restricted Stock Units or dividends with respect to the Shares you acquire under the 2024 Plan.

##### **(b) Do I have to pay any money to receive the Restricted Stock Units?**

No. You pay no monetary consideration to receive the Restricted Stock Units, nor do you pay anything to receive the Shares upon vesting.

##### **(c) How many Shares will I receive upon vesting of my Restricted Stock Units?**

The details of your Restricted Stock Units and the number of Shares subject to the Award are set forth in the Notice and the Agreement.

##### **(d) When do I become a stockholder?**

You are not a stockholder merely as a result of holding Restricted Stock Units. The Restricted Stock Units will not entitle you to any shareholder rights, including the right to vote the Shares or receive dividends, notices of meetings,

proxy statements and other materials provided to stockholders, until the restrictions lapse at vesting and the Restricted Stock Units are paid out in Shares. In this regard, you are not recorded as the owner of the Shares prior to vesting. You should refer to the Notice and Agreement for details of the consequences of a change in the nature of your employment.

**(e) Can I transfer the Restricted Stock Units to someone else?**

No. The Restricted Stock Units are generally non-transferable, unless otherwise provided in the Agreement; however, once Shares are issued upon vesting, the Shares will be freely tradeable (subject to the Company's policies and applicable laws regarding insider trading).

**(f) What happens if my employment with the Company or Australian subsidiary terminates?**

Your right to any unvested Restricted Stock Units will terminate when you terminate employment or service with the Company or an Australian subsidiary for reasons including, but not limited to, death, disability, retirement, resignation, lay-off, discharge, or other change of employment or service status.

**8. WHAT IS A SHARE IN THE COMPANY**

Common stock of a U.S. corporation is analogous to an ordinary share of an Australian corporation. Each holder of a Share is entitled to one vote for every Share held in the Company.

The Shares are listed on the New York Stock Exchange ("NYSE") in the United States of America under the symbol "UIS."

Shares are not liable to any further calls for payment of capital or for other assessment by the Company and have no sinking fund provisions, pre-emptive rights, conversion rights or redemption provisions.

**9. HOW CAN I OBTAIN UPDATED INDICATIVE EXAMPLES OF THE CURRENT MARKET PRICE IN AUSTRALIAN DOLLARS?**

You may ascertain the current market price of the Shares as listed on the NYSE under the code "UIS." The Australian dollar equivalent of that price can be obtained by converting that price to Australian dollars using an United States dollar / Australian dollar exchange rate available at: <http://www.rba.gov.au/statistics/frequency/exchange-rates.html>

**10. WHAT ADDITIONAL RISK FACTORS APPLY TO AUSTRALIAN RESIDENTS' PARTICIPATION IN THE PLAN?**

Australian residents should have regard to risk factors relevant to investment in securities generally and, in particular, to the holding of the Shares. For example, the price at which Shares are quoted on the NYSE may increase or decrease due to a number of factors. There is no guarantee that the price of the Shares will increase. Factors which may affect the price of the Shares include fluctuations in the domestic and international market for listed stocks, general economic conditions, including interest rates, inflation rates, commodity and oil prices, changes to government fiscal, monetary or regulatory policies, legislation or regulation, the nature of the markets in which the Company operates and general operational and business risks.

More information about potential factors that could affect the Company's business and financial results is included in the Company's most recent Annual Report on Form 10-K and the Company's Quarterly Report on Form 10-Q, available upon request. In addition, you should be aware that the Australian dollar value of the Shares you may

acquire at vesting will be affected by the U.S. dollar/Australian dollar exchange rate. Participation in the 2024 Plan involves certain risks related to fluctuations in this rate of exchange.

**11. PLAN MODIFICATION, TERMINATION ETC.**

Except as provided in the 2024 Plan, the Board may amend or terminate the 2024 Plan at any time, including any form of Award agreement and any outstanding Awards.

**12. WHAT ARE THE AUSTRALIAN TAX CONSEQUENCES OF PARTICIPATION IN THE PLAN?**

Please refer to the description of the tax consequences of participation in the Plan contained in the Employee Information Supplement for Australia, *i.e.*, item (c) of the Additional Documents.

**13. WHAT ARE THE U.S. TAX CONSEQUENCES OF PARTICIPATION IN THE PLAN?**

Australian residents who are not U.S. citizens or tax residents should not be subject to U.S. tax by reason only of the grant or vesting of the Restricted Stock Units and/or the sale of Shares. However, liability for U.S. tax may accrue if an Australian resident is otherwise subject to U.S. tax.

This is only an indication of the likely U.S. tax consequences for an Australian resident who is granted Restricted Stock Units under the 2024 Plan. Each Australian resident should seek his or her own advice as to the U.S. tax consequences of the 2024 Plan.

\* \* \* \* \*

We urge you to carefully review the information contained in this Offer Document and the Additional Documents.

**UNISYS CORPORATION**

**Exhibit 10.18**

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**  
**TSR-Based Cash Award Agreement**

**In order for the Award provided hereunder to become effective , this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.**

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation (the "Company"), hereby grants to the grantee named below ("Grantee") a TSR-based cash award (the "Award") in accordance with Section 10 of the Plan. Each Award represents an obligation of the Company to make a cash payment to Grantee on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A, Appendix B, and any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), for each Award that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement). Unless otherwise provided in the Addendum, the Award is payable in cash in USD into a brokerage account set up for Grantee in the United States.

Grantee: #ParticipantName#

Target Payment: #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Schedule: The Vesting Schedule is set forth in Appendix A to this Agreement.

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan. The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 25 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 25 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.
3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.
4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5, 6 and 7 of this Agreement, all Awards granted under this Agreement that have not vested will be forfeited and all rights of Grantee with respect to such Awards will terminate without any payment by the Company upon termination of

employment or service by Grantee or by the Employer prior to the applicable vesting date for such Awards, as set forth in Appendix A (each, a "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event of Grantee's termination of employment or service due to Grantee's death, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Payment amount.

6. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix B to this Agreement), any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Payment amount. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 28(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix B to this Agreement.

7. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control either (i) involuntarily by the Employer other than for Cause, or (ii) by Grantee for Good Reason, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 15(b) of the Plan. This paragraph 7 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

8. Each payment that may become due hereunder shall be made only in cash. Except as otherwise provided in paragraph 18, such payment will be made to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

9. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

10. The greatest assets of Unisys<sup>1</sup> are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

For purposes of this paragraph 10, the term "Unisys" shall include the Company and all of its subsidiaries.

10.1 Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys with whom Grantee worked to terminate his or her employment with Unisys, except as directed by Unisys; (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys; or (c) perform services for any Unisys customer or, where allowed by law, prospective customer, of the type Grantee provided while employed by Unisys for any Unisys customer or, where allowed by law, prospective customer for which Grantee worked at any time during the eighteen months prior to leaving Unisys. Grantee acknowledges that by performing services for such customers, it is diverting business opportunities from Unisys.

10.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

10.3 Grantee agrees that Unisys shall be entitled to seek preliminary and permanent injunctive relief, in the event of a breach or threatened breach of any of the covenants contained in this paragraph 10.

10.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

10.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service or any changes in Grantee's title, job duties or compensation, and may not be modified or amended except by a writing executed by Grantee and the Chair of the Board of the Company.

10.6 Grantee agrees, after having the opportunity to take legal advice and having regard to all the circumstances, that the restrictions in Section 10.1 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of Unisys and the legitimate commercial interests of Unisys and that they do not unreasonably impose limitations on Grantee's ability to earn a living. Unisys and Grantee agree that: (a) each restriction in Section 10.1 shall be read and construed independently of the other restrictions in that section so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining Restrictions shall not be affected; and (b) if any restriction in Section 10.1 is found to be void but would be

valid and enforceable if some part of it were deleted or reformed, the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

10.7 Grantee agrees that the benefits received under this Agreement is adequate consideration, sufficient to make the covenants in Section 10 immediately binding and enforceable against Grantee. Grantee understands that the restrictions in Section 10.1 is limited in geographic scope to the United States and any other country in which the Company is engaged in business (or actively planning to engage in business) at the time Grantee's employment with Unisys ends.

10.8 Grantee understands that they have a right to consult with an attorney regarding the Agreement and that they were advised by the Company to do so. Grantee also acknowledges that they received the Agreement at least fourteen (14) days before Participant is required to sign the Agreement.

10.9 Nothing in this Agreement prohibits Grantee from (i) opposing an event or conduct that Grantee reasonably believes is a violation of law, including criminal conduct, discrimination, harassment, retaliation, a safety or health violation, or other unlawful employment practices (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise); or (iii) reporting such an event or conduct to Grantee's attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, or the state or local human rights agency), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Conduct"). Further, nothing requires notice to or approval from the Company before engaging in such Protected Conduct.

11. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units even if restricted stock units have been granted in the past; (iii) all decisions with respect to future awards of restricted stock units, if any, will be at the sole discretion of the Committee or its designee; (iv) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (v) Grantee's participation in the Plan is voluntary; (vi) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (vii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation; (viii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (ix) unless otherwise agreed with the Company, the Award and the shares of Stock subject to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (x) the future value of the underlying shares of Stock is unknown, indeterminable, and cannot be predicted with certainty; (xi) if Grantee accepts the Award and obtains shares of Stock, the value of those shares of Stock acquired upon vesting may increase or decrease in value; (xii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the

termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); (xiii) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xiv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award or the subsequent sale of any shares of Stock acquired upon settlement; and (xv) in the event the Company is required to prepare an accounting restatement, the Award, the shares of Stock subject to the Award and proceeds from a sale of such shares may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, including the Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation, but provided such forfeiture or recoupment is permitted under applicable law.

12. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan or Grantee's acquisition or sale of the underlying shares of Stock. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

13. Regardless of any action the Company or the Employer takes with respect to any or all income tax, employment tax, social insurance, social security, national insurance contribution, payroll tax, contributions, levies payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Award, the issuance of shares of Stock upon settlement of the Award, the subsequent sale of the shares of Stock acquired pursuant to such issuance and the receipt of any dividends or other distributions; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer; (2) withholding from proceeds of the sale of shares of Stock acquired upon vesting or settlement of the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization without further consent); or (3) withholding in shares of Stock to be issued upon vesting or settlement of the Award. Notwithstanding the foregoing, if Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold by means of mandatory withholding of shares in Stock to be issued upon vesting or settlement of the Award, unless the use of such withholding method is problematic under

applicable tax or securities law or has materially adverse accounting consequences, in which case the Company shall use one of the other methods described above under (1) and (2) to satisfy the Company's and/or Employer's withholding obligation.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

Finally, within ninety (90) days of any tax liability arising, Grantee shall pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan or Grantee's receipt of shares of Stock that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock or proceeds of the sale of shares of Stock in settlement of the vested Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

**14. *Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's Global Associate Data Protection Notice. Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.***

15. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

16. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this

Agreement and the Plan. If Grantee has received this Agreement or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

17. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

18. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Units are nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code, Grantee's entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but the delivery of the shares of Stock subject to Grantee's Units shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, delivery of the shares of Stock subject to Grantee's Units will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

19. The Award shall be subject to any special terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the special terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

20. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

21. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any shares of Stock acquired under the Plan, to the extent the Company determines in its sole

discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

22. Notwithstanding any other provision of the Plan or this Agreement to the contrary, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award prior to the completion of any registration or qualification of the shares of Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its sole discretion, deem necessary or advisable. Grantee understands that the Company is under no obligation to register or qualify the shares of Stock with the SEC or any local, state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Stock. Further, Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

23. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

24. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Awards) or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

25. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

26. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Peter A. Altabef  
Chairman and Chief Executive Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby accept my TSR-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, and that I agree to be bound thereby and by the actions of the Compensation Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby reject my TSR-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

## UNISYS CORPORATION

**2024 Long-Term Incentive and Equity Compensation Plan**  
**TSR-Based Cash Award Agreement**

Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or Grantee's relevant Cash Award Agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (the "Addendum"), the "Agreement").

All of the Cash Awards granted under the Agreement are TSR-Based Cash.

**[YEAR 1] (TSR-Based Cash) Metric and Performance Determination**

The TSR-Based Cash vesting metric will be Relative Total Shareholder Return (rTSR) compared to the Russell 2000 Index inclusive of dividends and stock splits ("Russell 2000") using a 30-trading day closing average to determine beginning and ending stock prices for each vesting tranche.

The rTSR will be measured from a percentile positioning perspective among the constituent companies of the Russell 2000 Index using the following payout schedule. The list of companies included are based on those in the Russell 2000 Index at the start of the performance period. Any companies that are either bankrupt or experience a merger/acquisition event during the performance period will be removed when determining final ranking results, unless such company is the surviving entity in a merger/acquisition and such company was a constituent of the index at the start of the performance period.

Relative TSR Positioning	Ranking	Achievement
Threshold	25 <sup>th</sup> Percentile	50% of Target
Target	55 <sup>th</sup> Percentile	100% of Target
Maximum	80 <sup>th</sup> Percentile	200% of Target

There will be no payout if below Threshold for the respective vesting tranche.

Greater than 80<sup>th</sup> percentile will be capped at 200% of target.

Results between Threshold-Target and Target-Maximum will be interpolated.

The payout percentage is capped at 100% of Target if Unisys's absolute TSR is negative over any of the vesting tranches tied to respective performance periods.

**[YEAR 1] TSR-Based Cash Vesting Schedule**

<b>Performance Basis</b>	<b>Award</b>	<b>Vesting and Settlement Dates<sup>1</sup></b>
[YEAR 1]	1/3 of the target cash	Earned based on [YEAR 1] rTSR with vesting on the first anniversary of grant
[YEAR 1]-[YEAR 2]	1/3 of the target cash	Earned based on [YEAR 1]-[YEAR 2] rTSR with vesting on the second anniversary of grant
[YEAR 1]-[YEAR 3]	1/3 of the target cash	Earned based on [YEAR 1]-[YEAR 3] rTSR with vesting on the third anniversary of grant

<sup>1</sup>Vesting based on rTSR on the anniversary of grant or the date the Committee has certified achievement of goals, if later.

**UNISYS CORPORATION**

**2024 Long-Term Incentive and Equity Compensation Plan**

**TSR-Based Cash Award Agreement**

Title 42 USC § 12102 – Definition of Disability:

(1) **DISABILITY.** The term “disability” means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) **MAJOR LIFE ACTIVITIES**

(A) **In general**

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) **Major bodily functions**

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) **REGARDED AS HAVING SUCH AN IMPAIRMENT:** For purposes of paragraph (1)(C):

(A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**

**Addendum**

Certain capitalized terms used but not defined in this addendum and the attachments to the addendum (collectively, the "Addendum") have the meanings set forth in the Plan and/or the Agreement.

**Terms and Conditions**

This Addendum includes additional or different terms and conditions that govern the Award granted to Grantee under the Plan if Grantee resides and/or works in one of the states or countries listed below.

If Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply to Grantee.

**Notifications**

This Addendum also includes high level information regarding exchange controls and certain other issues of which Grantee should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2024. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Grantee not rely on the information in this Addendum as the only source of information relating to the consequences of Grantee's participation in the Plan (e.g., because the information may be out of date at the time that the Award vests and shares of Stock are issued, or Grantee sells shares of Stock acquired upon vesting of the Award under the Plan).

In addition, the information contained herein is general in nature and may not apply to Grantee's particular situation, and the Company is not in a position to assure Grantee of a particular result. Accordingly, Grantee should seek appropriate professional advice as to how the relevant laws in Grantee's country may apply to his or her situation before taking any action. Grantee acknowledges that Grantee is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements.

Finally, if Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable in the same manner to Grantee.

**UNITED STATES**

California: If Grantee is a resident of California, then for so long as Grantee is a resident of California, Section 10.1 shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of California a claim relating to Section 10 arising in California

or in any other way deprive Grantee of the substantive protection of California law with respect to a controversy arising in California.

Colorado: If Grantee is a resident of Colorado, then for so long as the Participant is a resident of Colorado: (1) the scope of customers and clients subject to the restrictions in Section 10.1 (b) and (c) shall be modified to cover only those customers and clients with respect to which Grantee would have been provided trade secret information during their employment with Unisys; and (2) Grantee stipulates that the restrictions in Section 10.1 are reasonable and necessary for the protection of trade secrets within the meaning § 8-2-113(2)(b) (the "Colorado Noncompete Act"). In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Colorado a claim relating to Section 10 arising in Colorado or in any other way deprive Grantee of the substantive protection of Colorado law with respect to a controversy arising in Colorado.

Minnesota: If Grantee is a resident of Minnesota, then for so long as Grantee is a resident of Minnesota, the restrictions in Sections 10.1 (c) shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Minnesota a claim relating to Section 10 arising in Minnesota or in any other way deprive Grantee of the substantive protection of Minnesota law with respect to a controversy arising in Minnesota.

Washington: If Grantee is a resident of Washington, then for so long as Grantee is a resident of Washington, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Washington a claim relating to Section 10 arising in Washington or in any other way deprive Grantee of the substantive protection of Washington law with respect to a controversy arising in Washington.

## AUSTRALIA

### ***Term and Conditions***

#### Australian Offer Document

This offer of Restricted Stock Units is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the Offer of Restricted Stock Units to Australian Resident Employees, which is attached to this Addendum. By accepting the Award, Grantee acknowledges and confirms that he or she has received the Offer Document.

### ***Notifications***

#### Tax Information

The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to the conditions in that Act).

#### Exchange Control Information

Grantee is responsible for reporting cash transactions inbound and/or outbound. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **AUSTRIA**

Grantee agrees that the Plan and any Award shall be considered as non-binding and shall not confer Grantee any rights to future Awards or any benefits resulting from Awards. This shall in no way exclude or restrict the application of any more specific provisions in the Plan.

## **BRAZIL**

### ***Terms and Conditions***

#### Acknowledgement of Nature of Award

This section supplements paragraph 11 of the Agreement:

Grantee agrees that the value of the underlying shares of Stock is not fixed and may increase or decrease in value over the vesting period without compensation to Grantee.

Grantee agrees that, for all legal purposes, (i) the Plan is not a part of the terms and conditions of Grantee's employment; and (ii) the income from the Award, if any, is part of Grantee's remuneration from employment, for all purposes.

#### Compliance with Law

In accepting the grant of the Award, Grantee acknowledges his or her agreement to comply with applicable Brazilian laws including, without limitation, to report the income recognized in connection with the Award on his or her income tax return and to pay any and all applicable tax associated with the Award, the sale of the shares of Stock acquired under the Plan and the receipt of any dividends.

## ***Notifications***

#### Exchange Control Information

An annual declaration of assets and rights held outside of Brazil may need to be filed with the Central Bank of Brazil if Grantee holds assets or rights exceeding a specified aggregate value. Shares of Stock acquired under the Plan that are held outside of Brazil (e.g., in a non-Brazilian brokerage account) are among the assets and rights that may need to be reported. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **CANADA**

#### Settlement of Stock Units only in Stock

Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the grant of the Restricted Stock Units does not provide Grantee any right to receive a cash payment and the Restricted Stock Units may be settled only by delivery of shares of Stock.

Additionally, notwithstanding paragraph 13 of the Agreement, Grantee may satisfy any Tax-Related Items through alternate arrangements satisfactory to the Company prior to the arising of the obligation relating to the Tax-Related Items, otherwise such Tax-Related Items shall be satisfied as set forth in paragraph 13.

#### Termination of Employment

Notwithstanding anything else in the Plan or the Agreement (including paragraph 4 of the Agreement), for purposes of the Agreement, Grantee's employment or service with the Employer shall be deemed to end on the date on which Grantee ceases to be actively employed by the Employer, which term "actively employed" shall include any period for which Grantee is deemed to be actively employed for purposes of applicable employment standards legislation, and shall exclude any other period of non-working notice of termination or any notice period, whether mandated or implied under local law during which Grantee is not actually employed (e.g., garden leave or similar leave) or during or for which Grantee receives pay in lieu of notice or severance pay. The Company shall have the sole discretion to determine when Grantee is no longer actively employed for purposes of the Agreement without reference to any other agreement, written or oral, including Grantee's contract of employment, if applicable.

#### Securities Law Information

Shares of Stock acquired under the Plan are subject to certain restrictions on resale imposed by Canadian provincial and territorial securities laws, as applicable. Notwithstanding any other provision of the Plan to the contrary, any transfer or resale of any shares of Stock acquired by Grantee pursuant to the Plan must be in accordance with the resale rules under applicable Canadian provincial and territorial securities laws, including (a) Ontario Securities Commission Rule 72-503 Distributions Outside Canada ("72-503"), if Grantee is a resident in the Province of Ontario; and (b) National Instrument 45-102 Resale of Securities, if Grantee is a resident in the Provinces of Nova Scotia. In Ontario, the prospectus requirement does not apply to the first trade of shares of Stock issued in connection with the Stock Units, provided the conditions set forth in section 2.8 of 72-503 are satisfied. In Nova Scotia, the prospectus requirement does not apply to the first trade of shares of Stock issued in connection with the Restricted Stock Units, provided the conditions set forth in section 2.14 of 45-102 are satisfied. The shares of Stock acquired under the Plan may not be transferred or sold in Canada or to a Canadian resident other than in accordance with applicable provincial or territorial securities laws. Grantee is advised to consult Grantee's legal advisor prior to any resale of shares of Stock.

Data Protection. Paragraph 14 of the Agreement is replaced in its entirety with the following paragraph.

**14. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal information (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and any applicable data protection notice and/or privacy policy/statement. Such personal information may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the use and transfer of the personal information, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal information also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal information (or that of persons closely associated with Grantee) is**

**mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal information would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.**

Restrictive Covenants (for employees in Ontario): Paragraph 10.1 is replaced in its entirety with the following paragraph:

Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys to terminate his or her employment with Unisys, except as directed by Unisys; or (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys.

## **COLOMBIA**

### ***Terms and Conditions***

#### Labor Law Acknowledgement and Policy Statement

By voluntarily accepting the Award, Grantee acknowledges that neither the Restricted Stock Units nor any cash payment he or she may receive pursuant to the Restricted Stock Units will constitute a component of his or her "salary" under Article 15 of Law 50/1990 (Article 128 of the Colombian Labor Code), as may be amended from time to time, and will not be considered as made in the nature of a salary payment for any and all legal purposes, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. As the Restricted Stock Units and any payments Grantee receives pursuant to the Restricted Stock Units are wholly discretionary, do not exclusively depend on Grantee's performance and are not granted as direct remuneration for any services Grantee may provide, they will be considered of an extraordinary nature and will not be considered for the payment and/or calculation of any legal or extralegal benefit that may be determined based on Grantee's salary.

### ***Notifications***

#### Securities Law Information

Shares of Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Vacional de Valores y Emisores*) and therefore the shares of Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia.

#### Exchange Control Information

Payments for an investment originating in Colombia (and the liquidation of such investments) may be required to be transferred through the Colombian foreign exchange market (e.g., local banks). Grantee is responsible for complying with any and all Colombian foreign exchange restrictions, approvals, registration and reporting requirements in connection with the Restricted Stock Units and any shares of Stock acquired or funds received under the Plan. This may include reporting obligations to the Central Bank, to the extent such reporting is required. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **COSTA RICA**

No disclosure required.

## FRANCE

### **Terms and Conditions**

#### Consent to Receive Information in English

By accepting the Award, Grantee confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. Grantee accepts the terms of those documents accordingly.

*En acceptant l'Attribution, le Participant confirme avoir lu et compris le Plan et le présent Accord (« Agreement ») y inclus tous leurs termes et conditions, qui ont été communiqués en langue anglaise. Le Participant accepte les dispositions de ces documents en toute connaissance de cause.*

### **Notifications**

#### Exchange Control Information

Grantee may be required to report the value of any cash or securities that he or she brings into France or sends out of France without the use of a financial institution to the French Customs and Excise Authorities when the value of such cash or securities reaches or exceeds the threshold amount. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## GERMANY

### **Notifications**

#### Exchange Control Information

Grantee may be required to report monthly to the German Federal Bank (*Bundesbank*) cross-border payments in excess of a specified threshold. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## HUNGARY

There are no country-specific provisions for Hungary.

## INDIA

### **Notifications**

#### Exchange Control Information

Grantee may be required to repatriate the cash proceeds received upon the sale of shares of Stock and convert such proceeds into local currency within specified timeframes as required under applicable regulations. Grantee also may

be required to retain evidence of such repatriation. Grantee should consult with his or her personal financial advisor for further details regarding this requirement.

## NETHERLANDS

There are no country-specific provisions for the Netherlands.

## NEW ZEALAND

### ***Terms and Conditions***

#### Securities Law Information

#### **Warning**

This is an offer of Restricted Stock Units over shares of Stock. Shares of Stock give Grantee a stake in the ownership of the Company. Grantee may receive a return if dividends are paid. Shares of Stock are quoted on the New York Stock Exchange ("NYSE"). This means Grantee may be able to sell them on the NYSE if there are interested buyers. Grantee may get less than he or she invested. The price will depend on the demand for the shares of Stock.

If the Company runs into financial difficulties and is wound up, Grantee will be paid only after all creditors have been paid. Grantee may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, Grantee may not be given all the information usually required. Grantee will also have fewer other legal protections for this investment.

In compliance with applicable New Zealand securities laws, Grantee is entitled to receive, in electronic or other form and free of cost, copies of the Company's latest annual report, relevant financial statements and the auditor's report on said financial statements (if any).

Grantee should ask questions, read all documents carefully, and seek independent financial advice before committing him- or herself.

## SWITZERLAND

### ***Terms and Conditions***

#### Tax acknowledgment

This provision supplements paragraph 13 of the Agreement.

In accepting the grant of the Award, Grantee acknowledges that any liability to taxation arising in respect of the grant of Awards or otherwise in connection with the Plan shall be in the account of Grantee, in accordance with Article 17

et seqq. of the Swiss Direct Federal Tax Law, as may be amended from time to time. No liability is assumed by the Company in respect thereof. Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to the Swiss tax authorities (or any other relevant authority).

#### **Notifications**

##### Securities Law Information

The Award is not intended to be publicly offered in or from Switzerland. Because the offer is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other material relating to the offer of the Award (a) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services, as may be amended from time to time ("FinSA"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company or a subsidiary or (c) has been or will be filed with, approved by or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority (e.g., the Swiss Financial Market Supervisory Authority).

#### **UNITED KINGDOM**

##### **Terms and Conditions**

###### Award Payable Only in Shares of Stock

Notwithstanding Section 8(e) of the Plan, Awards granted to Grantees in the United Kingdom shall be paid in shares of Stock only and do not provide any right for Grantee to receive a cash payment.

###### Tax Acknowledgment

This section supplements paragraph 13 of the Agreement.

Without limitation to paragraph 13, Grantee hereby agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, in the event that Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), Grantee understands that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by Grantee, in case the indemnification could be considered to be a loan. In this case, the income tax not collected or paid may constitute a benefit to Grantee on which additional income tax and National Insurance contributions ("NIC") may be payable. Grantee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company for the value of any National Insurance contributions due on this additional benefit, which may also be recovered from Grantee at any time by any of the means referred to in paragraph 13 of the Agreement.

###### Joint Election

As a condition of participation in the Plan, Grantee agrees to accept any liability for secondary Class 1 NICs (the "Employer NICs") which may be payable by the Company and/or the Employer in connection with the Award and any event giving rise to Tax-Related Items. Without prejudice to the foregoing, Grantee agrees to execute a joint election with the Company, in the form formally approved by HMRC (the "Joint Election") and provided by the Company, and any other consent or election required to accomplish the transfer of the liability for Employer NICs to Grantee. Grantee further agrees to execute such other joint elections as may be required between him or her and any successor to the Company and/or the Employer. Grantee further agrees that the Company and/or the Employer may collect the Employer NICs from him or her by any of the means set forth in paragraph 13 of the Agreement or in accordance with the Joint Election.

If Grantee does not enter into a Joint Election prior to vesting of the Award, he or she will not be entitled to vest in the Award and no shares of Stock will be issued to Grantee under the Plan, without any liability to the Company and/or the Employer.

ATTACHMENT TO ADDENDUM FOR AUSTRALIA

OFFER DOCUMENT

UNISYS CORPORATION

2024 LONG-TERM INCENTIVE AND EQUITY COMPENSATION PLAN

OFFER OF STOCK UNITS  
TO AUSTRALIAN RESIDENT EMPLOYEES

Investment in shares involves a degree of risk. Eligible employees who elect to participate in the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the “2024 Plan”) should monitor their participation and consider all risk factors relevant to the acquisition of shares of common stock under the 2024 Plan as set out in this Offer Document and the Additional Documents (as defined herein).

Any advice given in this Offer Document in relation to the restricted stock units being offered under the 2024 Plan does not take into account your objectives, financial situation and needs.

You should consider obtaining your own financial product advice from a person who is licensed by the Australian Securities and Investments Commission to give such advice.

OFFER OF STOCK UNITS  
TO AUSTRALIAN RESIDENT EMPLOYEES

UNISYS CORPORATION

2024 LONG-TERM INCENTIVE AND EQUITY COMPENSATION PLAN

We are pleased to provide you with this offer to participate in the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the “2024 Plan”). This Offer Document sets out information regarding the grant of restricted stock units (“Restricted Stock Units”) over shares of common stock (“Shares”) of Unisys Corporation (the “Company”) to Australian resident employees, consultants and directors of the Company and its Australian subsidiary(ies).

The Company has adopted the 2024 Plan to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of the Company and any subsidiaries that exist now or in the future, by offering them an opportunity to participate in the Company’s future performance through the grant of Awards. The 2024 Plan and this Offer Document are intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 (the “Corporations Act”) and ASIC Class Order CO 14/1000.

Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the 2024 Plan.

## **1. OFFER**

This is an Offer of Restricted Stock Units.

## **2. TERMS OF GRANT**

The terms of the grant of Restricted Stock Units incorporate the rules of the 2024 Plan, this Offer Document, the applicable Restricted Stock Unit Agreement, including the addendum of country-specific provisions (the “Agreement”). By accepting a grant of Restricted Stock Units, you will be bound by the rules of the 2024 Plan, this Offer Document and the Agreement.

## **3. ADDITIONAL DOCUMENTS**

In addition to the information set out in this Offer Document, you are also being provided copies of the following documents:

- (a) the 2024 Plan;
- (b) the 2024 Long-Term Incentive and Equity Compensation Plan Prospectus (the “Plan Prospectus”);
- (c) the Employee Information Supplement for Australia; and
- (d) the Agreement.

(collectively, the “Additional Documents”).

The Notice and the Agreement set forth, among other details, the vesting conditions applicable to your Restricted Stock Units, information on the settlement of your Restricted Stock Units and the consequences of a change in the nature or status of your employment or service.

The other Additional Documents provide further information to assist you to make an informed investment decision in relation to your participation in the 2024 Plan. Neither the 2024 Plan nor the Plan Prospectus is a prospectus for the purposes of the Corporations Act.

#### **4. RELIANCE ON STATEMENTS**

You should not rely upon any oral statements made to you in relation to this Offer. You should only rely upon the statements contained in this Offer Document and the Additional Documents when considering your participation in the 2024 Plan.

#### **5. WHO IS ELIGIBLE TO PARTICIPATE?**

You are eligible to participate under the 2024 Plan if, at the time of the offer, you are an Australian resident employee, consultant or director of the Company or an Australian subsidiary and meet the eligibility requirements established under the 2024 Plan.

#### **6. ACCEPTING AN AWARD**

The Notice and the Agreement sets forth additional terms and conditions of your Restricted Stock Unit Award. If you wish to accept your Restricted Stock Unit Award, you will need to indicate your acceptance electronically or in writing in accordance with the procedures established by the Company.

#### **7. WHAT ARE THE MATERIAL TERMS OF THE STOCK UNITS?**

##### **(a) What are Restricted Stock Units?**

Restricted Stock Units represent the right to receive Shares upon fulfilment of the vesting conditions set out in the Agreement. The Restricted Stock Units are considered "restricted" because they are subject to forfeiture and restrictions on transfer until they vest. The restrictions are set forth in the Agreement. When your Restricted Stock Units vest, you will be issued Shares at no monetary cost (other than applicable taxes) to you. Notwithstanding anything to the contrary in the 2024 Plan, the Agreement, or any related document, your Restricted Stock Units will be settled in Shares.

You will not be entitled to receive dividend equivalents with respect to your Restricted Stock Units or dividends with respect to the Shares you acquire under the 2024 Plan.

##### **(b) Do I have to pay any money to receive the Restricted Stock Units?**

No. You pay no monetary consideration to receive the Restricted Stock Units, nor do you pay anything to receive the Shares upon vesting.

##### **(c) How many Shares will I receive upon vesting of my Restricted Stock Units?**

The details of your Restricted Stock Units and the number of Shares subject to the Award are set forth in the Notice and the Agreement.

##### **(d) When do I become a stockholder?**

You are not a stockholder merely as a result of holding Restricted Stock Units. The Restricted Stock Units will not entitle you to any shareholder rights, including the right to vote the Shares or receive dividends, notices of meetings, proxy statements and other materials provided to stockholders, until the restrictions lapse at vesting and the Restricted Stock Units are paid out in Shares. In this regard, you are not recorded as the owner of the Shares prior to vesting. You should refer to the Notice and Agreement for details of the consequences of a change in the nature of your employment.

**(e) Can I transfer the Restricted Stock Units to someone else?**

No. The Restricted Stock Units are generally non-transferable, unless otherwise provided in the Agreement; however, once Shares are issued upon vesting, the Shares will be freely tradeable (subject to the Company's policies and applicable laws regarding insider trading).

**(f) What happens if my employment with the Company or Australian subsidiary terminates?**

Your right to any unvested Restricted Stock Units will terminate when you terminate employment or service with the Company or an Australian subsidiary for reasons including, but not limited to, death, disability, retirement, resignation, lay-off, discharge, or other change of employment or service status.

**8. WHAT IS A SHARE IN THE COMPANY**

Common stock of a U.S. corporation is analogous to an ordinary share of an Australian corporation. Each holder of a Share is entitled to one vote for every Share held in the Company.

The Shares are listed on the New York Stock Exchange ("NYSE") in the United States of America under the symbol "UIS."

Shares are not liable to any further calls for payment of capital or for other assessment by the Company and have no sinking fund provisions, pre-emptive rights, conversion rights or redemption provisions.

**9. HOW CAN I OBTAIN UPDATED INDICATIVE EXAMPLES OF THE CURRENT MARKET PRICE IN AUSTRALIAN DOLLARS?**

You may ascertain the current market price of the Shares as listed on the NYSE under the code "UIS." The Australian dollar equivalent of that price can be obtained by converting that price to Australian dollars using an United States dollar / Australian dollar exchange rate available at: <http://www.rba.gov.au/statistics/frequency/exchange-rates.html>

**10. WHAT ADDITIONAL RISK FACTORS APPLY TO AUSTRALIAN RESIDENTS' PARTICIPATION IN THE PLAN?**

Australian residents should have regard to risk factors relevant to investment in securities generally and, in particular, to the holding of the Shares. For example, the price at which Shares are quoted on the NYSE may increase or decrease due to a number of factors. There is no guarantee that the price of the Shares will increase. Factors which may affect the price of the Shares include fluctuations in the domestic and international market for listed stocks, general economic conditions, including interest rates, inflation rates, commodity and oil prices, changes to government fiscal, monetary or regulatory policies, legislation or regulation, the nature of the markets in which the Company operates and general operational and business risks.

More information about potential factors that could affect the Company's business and financial results is included in the Company's most recent Annual Report on Form 10-K and the Company's Quarterly Report on Form 10-Q, available upon request. In addition, you should be aware that the Australian dollar value of the Shares you may acquire at vesting will be affected by the U.S. dollar/Australian dollar exchange rate. Participation in the 2024 Plan involves certain risks related to fluctuations in this rate of exchange.

**11. PLAN MODIFICATION, TERMINATION ETC.**

Except as provided in the 2024 Plan, the Board may amend or terminate the 2024 Plan at any time, including any form of Award agreement and any outstanding Awards.

**12. WHAT ARE THE AUSTRALIAN TAX CONSEQUENCES OF PARTICIPATION IN THE PLAN?**

Please refer to the description of the tax consequences of participation in the Plan contained in the Employee Information Supplement for Australia, *i.e.*, item (c) of the Additional Documents.

**13. WHAT ARE THE U.S. TAX CONSEQUENCES OF PARTICIPATION IN THE PLAN?**

Australian residents who are not U.S. citizens or tax residents should not be subject to U.S. tax by reason only of the grant or vesting of the Restricted Stock Units and/or the sale of Shares. However, liability for U.S. tax may accrue if an Australian resident is otherwise subject to U.S. tax.

This is only an indication of the likely U.S. tax consequences for an Australian resident who is granted Restricted Stock Units under the 2024 Plan. Each Australian resident should seek his or her own advice as to the U.S. tax consequences of the 2024 Plan.

\* \* \* \* \*

We urge you to carefully review the information contained in this Offer Document and the Additional Documents.

**UNISYS CORPORATION**

**Exhibit 10.19**

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**  
**Restricted Stock Unit Agreement**

In order for the Award provided hereunder to become effective , this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation (the "Company"), hereby grants to the grantee named below ("Grantee") an award (the "Award") of restricted stock units in accordance with Section 8 of the Plan. Each restricted stock unit (hereinafter referred to as a "Restricted Stock Unit" or "Unit") represents an obligation of the Company to pay to Grantee one share of the Common Stock, par value \$0.01 per share, of the Company (the "Stock") on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), for each Unit that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement).

Grantee: #ParticipantName#

Total Number of Stock  
Units Awarded: #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Schedule/Units Vested: The number of shares granted will vest 1/3 on each of the next three anniversaries of the Date of Grant

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan.

The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 25 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 25 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.
3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.
4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5, 6 and 7 of this Agreement, all Restricted Stock Units awarded under this Agreement that have not vested will be

forfeited and all rights of Grantee with respect to such Units will terminate without any payment by the Company upon termination of employment or service by Grantee or by the Employer prior to the applicable vesting date for such Units, as set forth in this Agreement (each, a "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event of Grantee's termination of employment or service due to Grantee's death, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested.

6. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix A to this Agreement), any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 28(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix A to this Agreement.

7. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control either (i) involuntarily by the Employer other than for Cause, or (ii) by Grantee for Good Reason, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 15(b) of the Plan. This paragraph 7 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

8. Each payment that may become due hereunder shall be made only in shares of Stock, unless otherwise provided in this Agreement. Except as otherwise provided in paragraph 18, such shares will be issued to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

9. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

10. The greatest assets of Unisys<sup>1</sup> are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

For purposes of this paragraph 10, the term "Unisys" shall include the Company and all of its subsidiaries.

---

10.1 Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys with whom Grantee worked to terminate his or her employment with Unisys, except as directed by Unisys; (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys; or (c) perform services for any Unisys customer or, where allowed by law, prospective customer, of the type Grantee provided while employed by Unisys for any Unisys customer or, where allowed by law, prospective customer for which Grantee worked at any time during the eighteen months prior to leaving Unisys. Grantee acknowledges that by performing services for such customers, it is diverting business opportunities from Unisys.

10.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

10.3 Grantee agrees that Unisys shall be entitled to seek preliminary and permanent injunctive relief, in the event of a breach or threatened breach of any of the covenants contained in this paragraph 10.

10.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

10.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service or any changes in Grantee's title, job duties or compensation, and may not be modified or amended except by a writing executed by Grantee and the Chair of the Board of the Company.

10.6 Grantee agrees, after having the opportunity to take legal advice and having regard to all the circumstances, that the restrictions in Section 10.1 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of Unisys and the legitimate commercial interests of Unisys and that they do not unreasonably impose limitations on Grantee's ability to earn a living. Unisys and Grantee agree that: (a) each restriction in Section 10.1 shall be read and construed independently of the other restrictions in that section so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining Restrictions shall not be affected; and (b) if any restriction in Section 10.1 is found to be void but would be

---

valid and enforceable if some part of it were deleted or reformed, the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

10.7 Grantee agrees that the benefits received under this Agreement is adequate consideration, sufficient to make the covenants in Section 10 immediately binding and enforceable against Grantee. Grantee understands that the restrictions in Section 10.1 is limited in geographic scope to the United States and any other country in which the Company is engaged in business (or actively planning to engage in business) at the time Grantee's employment with Unisys ends.

10.8 Grantee understands that they have a right to consult with an attorney regarding the Agreement and that they were advised by the Company to do so. Grantee also acknowledges that they received the Agreement at least fourteen (14) days before Participant is required to sign the Agreement.

10.9 Nothing in this Agreement prohibits Grantee from (i) opposing an event or conduct that Grantee reasonably believes is a violation of law, including criminal conduct, discrimination, harassment, retaliation, a safety or health violation, or other unlawful employment practices (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise); or (iii) reporting such an event or conduct to Grantee's attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, or the state or local human rights agency), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Conduct"). Further, nothing requires notice to or approval from the Company before engaging in such Protected Conduct.

11. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units even if restricted stock units have been granted in the past; (iii) all decisions with respect to future awards of restricted stock units, if any, will be at the sole discretion of the Committee or its designee; (iv) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (v) Grantee's participation in the Plan is voluntary; (vi) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (vii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation; (viii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (ix) unless otherwise agreed with the Company, the Award and the shares of Stock subject to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (x) the future value of the underlying shares of Stock is unknown, indeterminable, and cannot be predicted with certainty; (xi) if Grantee accepts the Award and obtains shares of Stock, the value of those shares of Stock acquired upon vesting may increase or decrease in value; (xii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the

termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); (xiii) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xiv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award or the subsequent sale of any shares of Stock acquired upon settlement; and (xv) in the event the Company is required to prepare an accounting restatement, the Award, the shares of Stock subject to the Award and proceeds from a sale of such shares may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, including the Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation, but provided such forfeiture or recoupment is permitted under applicable law.

12. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan or Grantee's acquisition or sale of the underlying shares of Stock. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

13. Regardless of any action the Company or the Employer takes with respect to any or all income tax, employment tax, social insurance, social security, national insurance contribution, payroll tax, contributions, levies payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Award, the issuance of shares of Stock upon settlement of the Award, the subsequent sale of the shares of Stock acquired pursuant to such issuance and the receipt of any dividends or other distributions; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer; (2) withholding from proceeds of the sale of shares of Stock acquired upon vesting or settlement of the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization without further consent); or (3) withholding in shares of Stock to be issued upon vesting or settlement of the Award. Notwithstanding the foregoing, if Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold by means of mandatory withholding of shares in Stock to be issued upon vesting or settlement of the Award, unless the use of such withholding method is problematic under

---

applicable tax or securities law or has materially adverse accounting consequences, in which case the Company shall use one of the other methods described above under (1) and (2) to satisfy the Company's and/or Employer's withholding obligation.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

Finally, within ninety (90) days of any tax liability arising, Grantee shall pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan or Grantee's receipt of shares of Stock that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock or proceeds of the sale of shares of Stock in settlement of the vested Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

**14. *Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's Global Associate Data Protection Notice. Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.***

15. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

16. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this

---

Agreement and the Plan. If Grantee has received this Agreement or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

17. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

18. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Units are nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code, Grantee's entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but the delivery of the shares of Stock subject to Grantee's Units shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, delivery of the shares of Stock subject to Grantee's Units will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

19. The Award shall be subject to any special terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the special terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

20. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

21. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any shares of Stock acquired under the Plan, to the extent the Company determines in its sole

---

discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

22. Notwithstanding any other provision of the Plan or this Agreement to the contrary, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award prior to the completion of any registration or qualification of the shares of Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its sole discretion, deem necessary or advisable. Grantee understands that the Company is under no obligation to register or qualify the shares of Stock with the SEC or any local, state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Stock. Further, Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

23. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

24. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Awards) or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

25. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

---

26. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Peter A. Altabef  
Chair and Chief Executive Officer

---

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby accept my Restricted Stock Unit Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, and that I agree to be bound thereby and by the actions of the Compensation and Human Resources Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby reject my Restricted Stock Unit Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

**UNISYS CORPORATION**

**2024 Long-Term Incentive and Equity Compensation Plan**  
**Restricted Stock Unit Agreement**

Title 42 USC § 12102 – Definition of Disability:

(1) **DISABILITY.** The term “disability” means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) **MAJOR LIFE ACTIVITIES**

(A) **In general**

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) **Major bodily functions**

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) **REGARDED AS HAVING SUCH AN IMPAIRMENT:** For purposes of paragraph (1)(C):

(A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

---

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**

**Addendum**

Certain capitalized terms used but not defined in this addendum and the attachments to the addendum (collectively, the "Addendum") have the meanings set forth in the Plan and/or the Agreement.

**Terms and Conditions**

This Addendum includes additional or different terms and conditions that govern the Award granted to Grantee under the Plan if Grantee resides and/or works in one of the states or countries listed below.

If Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply to Grantee.

**Notifications**

This Addendum also includes high level information regarding exchange controls and certain other issues of which Grantee should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2024. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Grantee not rely on the information in this Addendum as the only source of information relating to the consequences of Grantee's participation in the Plan (e.g., because the information may be out of date at the time that the Award vests and shares of Stock are issued, or Grantee sells shares of Stock acquired upon vesting of the Award under the Plan).

In addition, the information contained herein is general in nature and may not apply to Grantee's particular situation, and the Company is not in a position to assure Grantee of a particular result. Accordingly, Grantee should seek appropriate professional advice as to how the relevant laws in Grantee's country may apply to his or her situation before taking any action. Grantee acknowledges that Grantee is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements.

Finally, if Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable in the same manner to Grantee.

**UNITED STATES**

California: If Grantee is a resident of California, then for so long as Grantee is a resident of California, Section 10.1 shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of California a claim relating to Section 10 arising in California or in any other way deprive Grantee of the substantive protection of California law with respect to a controversy arising in California.

---

Colorado: If Grantee is a resident of Colorado, then for so long as the Participant is a resident of Colorado: (1) the scope of customers and clients subject to the restrictions in Section 10.1 (b) and (c) shall be modified to cover only those customers and clients with respect to which Grantee would have been provided trade secret information during their employment with Unisys; and (2) Grantee stipulates that the restrictions in Section 10.1 are reasonable and necessary for the protection of trade secrets within the meaning § 8-2-113(2)(b) (the "Colorado Noncompete Act"). In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Colorado a claim relating to Section 10 arising in Colorado or in any other way deprive Grantee of the substantive protection of Colorado law with respect to a controversy arising in Colorado.

Minnesota: If Grantee is a resident of Minnesota, then for so long as Grantee is a resident of Minnesota, the restrictions in Sections 10.1 (c) shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Minnesota a claim relating to Section 10 arising in Minnesota or in any other way deprive Grantee of the substantive protection of Minnesota law with respect to a controversy arising in Minnesota.

Washington: If Grantee is a resident of Washington, then for so long as Grantee is a resident of Washington, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Washington a claim relating to Section 10 arising in Washington or in any other way deprive Grantee of the substantive protection of Washington law with respect to a controversy arising in Washington.

## **AUSTRALIA**

### ***Term and Conditions***

#### Australian Offer Document

This offer of Restricted Stock Units is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the Offer of Restricted Stock Units to Australian Resident Employees, which is attached to this Addendum. By accepting the Award, Grantee acknowledges and confirms that he or she has received the Offer Document.

### ***Notifications***

#### Tax Information

The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to the conditions in that Act).

#### Exchange Control Information

---

Grantee is responsible for reporting cash transactions inbound and/or outbound. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **AUSTRIA**

Grantee agrees that the Plan and any Award shall be considered as non-binding and shall not confer Grantee any rights to future Awards or any benefits resulting from Awards. This shall in no way exclude or restrict the application of any more specific provisions in the Plan.

## **BRAZIL**

### ***Terms and Conditions***

#### **Acknowledgement of Nature of Award**

This section supplements paragraph 11 of the Agreement:

Grantee agrees that the value of the underlying shares of Stock is not fixed and may increase or decrease in value over the vesting period without compensation to Grantee.

Grantee agrees that, for all legal purposes, (i) the Plan is not a part of the terms and conditions of Grantee's employment; and (ii) the income from the Award, if any, is part of Grantee's remuneration from employment, for all purposes.

#### **Compliance with Law**

In accepting the grant of the Award, Grantee acknowledges his or her agreement to comply with applicable Brazilian laws including, without limitation, to report the income recognized in connection with the Award on his or her income tax return and to pay any and all applicable tax associated with the Award, the sale of the shares of Stock acquired under the Plan and the receipt of any dividends.

### ***Notifications***

#### **Exchange Control Information**

An annual declaration of assets and rights held outside of Brazil may need to be filed with the Central Bank of Brazil if Grantee holds assets or rights exceeding a specified aggregate value. Shares of Stock acquired under the Plan that are held outside of Brazil (e.g., in a non-Brazilian brokerage account) are among the assets and rights that may need to be reported. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **CANADA**

#### **Settlement of Stock Units only in Stock**

Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the grant of the Restricted Stock Units does not provide Grantee any right to receive a cash payment and the Restricted Stock Units may be settled only by delivery of shares of Stock.

---

Additionally, notwithstanding paragraph 13 of the Agreement, Grantee may satisfy any Tax-Related Items through alternate arrangements satisfactory to the Company prior to the arising of the obligation relating to the Tax-Related Items, otherwise such Tax-Related Items shall be satisfied as set forth in paragraph 13.

#### Termination of Employment

Notwithstanding anything else in the Plan or the Agreement (including paragraph 4 of the Agreement), for purposes of the Agreement, Grantee's employment or service with the Employer shall be deemed to end on the date on which Grantee ceases to be actively employed by the Employer, which term "actively employed" shall include any period for which Grantee is deemed to be actively employed for purposes of applicable employment standards legislation, and shall exclude any other period of non-working notice of termination or any notice period, whether mandated or implied under local law during which Grantee is not actually employed (e.g., garden leave or similar leave) or during or for which Grantee receives pay in lieu of notice or severance pay. The Company shall have the sole discretion to determine when Grantee is no longer actively employed for purposes of the Agreement without reference to any other agreement, written or oral, including Grantee's contract of employment, if applicable.

#### Securities Law Information

Shares of Stock acquired under the Plan are subject to certain restrictions on resale imposed by Canadian provincial and territorial securities laws, as applicable. Notwithstanding any other provision of the Plan to the contrary, any transfer or resale of any shares of Stock acquired by Grantee pursuant to the Plan must be in accordance with the resale rules under applicable Canadian provincial and territorial securities laws, including (a) Ontario Securities Commission Rule 72-503 Distributions Outside Canada ("72-503"), if Grantee is a resident in the Province of Ontario; and (b) National Instrument 45-102 Resale of Securities, if Grantee is a resident in the Provinces of Nova Scotia. In Ontario, the prospectus requirement does not apply to the first trade of shares of Stock issued in connection with the Stock Units, provided the conditions set forth in section 2.8 of 72-503 are satisfied. In Nova Scotia, the prospectus requirement does not apply to the first trade of shares of Stock issued in connection with the Restricted Stock Units, provided the conditions set forth in section 2.14 of 45-102 are satisfied. The shares of Stock acquired under the Plan may not be transferred or sold in Canada or to a Canadian resident other than in accordance with applicable provincial or territorial securities laws. Grantee is advised to consult Grantee's legal advisor prior to any resale of shares of Stock.

Data Protection. Paragraph 14 of the Agreement is replaced in its entirety with the following paragraph.

**14. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal information (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and any applicable data protection notice and/or privacy policy/statement. Such personal information may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the use and transfer of the personal information, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal information also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal information (or that of persons closely associated with Grantee) is**

**mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal information would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.**

Restrictive Covenants (for employees in Ontario): Paragraph 10.1 is replaced in its entirety with the following paragraph:

Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys to terminate his or her employment with Unisys, except as directed by Unisys; or (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys.

## **COLOMBIA**

### ***Terms and Conditions***

#### Labor Law Acknowledgement and Policy Statement

By voluntarily accepting the Award, Grantee acknowledges that neither the Restricted Stock Units nor any cash payment he or she may receive pursuant to the Restricted Stock Units will constitute a component of his or her "salary" under Article 15 of Law 50/1990 (Article 128 of the Colombian Labor Code), as may be amended from time to time, and will not be considered as made in the nature of a salary payment for any and all legal purposes, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. As the Restricted Stock Units and any payments Grantee receives pursuant to the Restricted Stock Units are wholly discretionary, do not exclusively depend on Grantee's performance and are not granted as direct remuneration for any services Grantee may provide, they will be considered of an extraordinary nature and will not be considered for the payment and/or calculation of any legal or extralegal benefit that may be determined based on Grantee's salary.

### ***Notifications***

#### Securities Law Information

Shares of Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Vacional de Valores y Emisores*) and therefore the shares of Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia.

#### Exchange Control Information

Payments for an investment originating in Colombia (and the liquidation of such investments) may be required to be transferred through the Colombian foreign exchange market (e.g., local banks). Grantee is responsible for complying with any and all Colombian foreign exchange restrictions, approvals, registration and reporting requirements in connection with the Restricted Stock Units and any shares of Stock acquired or funds received under the Plan. This may include reporting obligations to the Central Bank, to the extent such reporting is required. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **COSTA RICA**

No disclosure required.

## FRANCE

### **Terms and Conditions**

#### Consent to Receive Information in English

By accepting the Award, Grantee confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. Grantee accepts the terms of those documents accordingly.

*En acceptant l'Attribution, le Participant confirme avoir lu et compris le Plan et le présent Accord (« Agreement ») y inclus tous leurs termes et conditions, qui ont été communiqués en langue anglaise. Le Participant accepte les dispositions de ces documents en toute connaissance de cause.*

### **Notifications**

#### Exchange Control Information

Grantee may be required to report the value of any cash or securities that he or she brings into France or sends out of France without the use of a financial institution to the French Customs and Excise Authorities when the value of such cash or securities reaches or exceeds the threshold amount. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## GERMANY

### **Notifications**

#### Exchange Control Information

Grantee may be required to report monthly to the German Federal Bank (*Bundesbank*) cross-border payments in excess of a specified threshold. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## HUNGARY

There are no country-specific provisions for Hungary.

## INDIA

### **Notifications**

#### Exchange Control Information

Grantee may be required to repatriate the cash proceeds received upon the sale of shares of Stock and convert such proceeds into local currency within specified timeframes as required under applicable regulations. Grantee also may

be required to retain evidence of such repatriation. Grantee should consult with his or her personal financial advisor for further details regarding this requirement.

## NETHERLANDS

There are no country-specific provisions for the Netherlands.

## NEW ZEALAND

### ***Terms and Conditions***

#### Securities Law Information

#### **Warning**

This is an offer of Restricted Stock Units over shares of Stock. Shares of Stock give Grantee a stake in the ownership of the Company. Grantee may receive a return if dividends are paid. Shares of Stock are quoted on the New York Stock Exchange ("NYSE"). This means Grantee may be able to sell them on the NYSE if there are interested buyers. Grantee may get less than he or she invested. The price will depend on the demand for the shares of Stock.

If the Company runs into financial difficulties and is wound up, Grantee will be paid only after all creditors have been paid. Grantee may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, Grantee may not be given all the information usually required. Grantee will also have fewer other legal protections for this investment.

In compliance with applicable New Zealand securities laws, Grantee is entitled to receive, in electronic or other form and free of cost, copies of the Company's latest annual report, relevant financial statements and the auditor's report on said financial statements (if any).

Grantee should ask questions, read all documents carefully, and seek independent financial advice before committing him- or herself.

## SWITZERLAND

### ***Terms and Conditions***

#### Tax acknowledgment

This provision supplements paragraph 13 of the Agreement.

In accepting the grant of the Award, Grantee acknowledges that any liability to taxation arising in respect of the grant of Awards or otherwise in connection with the Plan shall be in the account of Grantee, in accordance with Article 17

---

et seqq. of the Swiss Direct Federal Tax Law, as may be amended from time to time. No liability is assumed by the Company in respect thereof. Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to the Swiss tax authorities (or any other relevant authority).

### **Notifications**

#### Securities Law Information

The Award is not intended to be publicly offered in or from Switzerland. Because the offer is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other material relating to the offer of the Award (a) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services, as may be amended from time to time ("FinSA"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company or a subsidiary or (c) has been or will be filed with, approved by or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority (e.g., the Swiss Financial Market Supervisory Authority).

## **UNITED KINGDOM**

### **Terms and Conditions**

#### Award Payable Only in Shares of Stock

Notwithstanding Section 8(e) of the Plan, Awards granted to Grantees in the United Kingdom shall be paid in shares of Stock only and do not provide any right for Grantee to receive a cash payment.

#### Tax Acknowledgment

This section supplements paragraph 13 of the Agreement.

Without limitation to paragraph 13, Grantee hereby agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, in the event that Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), Grantee understands that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by Grantee, in case the indemnification could be considered to be a loan. In this case, the income tax not collected or paid may constitute a benefit to Grantee on which additional income tax and National Insurance contributions ("NIC") may be payable. Grantee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company for the value of any National Insurance contributions due on this additional benefit, which may also be recovered from Grantee at any time by any of the means referred to in paragraph 13 of the Agreement.

---

#### Joint Election

As a condition of participation in the Plan, Grantee agrees to accept any liability for secondary Class 1 NICs (the "Employer NICs") which may be payable by the Company and/or the Employer in connection with the Award and any event giving rise to Tax-Related Items. Without prejudice to the foregoing, Grantee agrees to execute a joint election with the Company, in the form formally approved by HMRC (the "Joint Election") and provided by the Company, and any other consent or election required to accomplish the transfer of the liability for Employer NICs to Grantee. Grantee further agrees to execute such other joint elections as may be required between him or her and any successor to the Company and/or the Employer. Grantee further agrees that the Company and/or the Employer may collect the Employer NICs from him or her by any of the means set forth in paragraph 13 of the Agreement or in accordance with the Joint Election.

If Grantee does not enter into a Joint Election prior to vesting of the Award, he or she will not be entitled to vest in the Award and no shares of Stock will be issued to Grantee under the Plan, without any liability to the Company and/or the Employer.

---

ATTACHMENT TO ADDENDUM FOR AUSTRALIA

**OFFER DOCUMENT**

**UNISYS CORPORATION**

**2024 LONG-TERM INCENTIVE AND EQUITY COMPENSATION PLAN**

**OFFER OF STOCK UNITS  
TO AUSTRALIAN RESIDENT EMPLOYEES**

**Investment in shares involves a degree of risk. Eligible employees who elect to participate in the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the “2024 Plan”) should monitor their participation and consider all risk factors relevant to the acquisition of shares of common stock under the 2024 Plan as set out in this Offer Document and the Additional Documents (as defined herein).**

**Any advice given in this Offer Document in relation to the restricted stock units being offered under the 2024 Plan does not take into account your objectives, financial situation and needs.**

**You should consider obtaining your own financial product advice from a person who is licensed by the Australian Securities and Investments Commission to give such advice.**

---

**OFFER OF STOCK UNITS  
TO AUSTRALIAN RESIDENT EMPLOYEES**

**UNISYS CORPORATION**

**2024 LONG-TERM INCENTIVE AND EQUITY COMPENSATION PLAN**

We are pleased to provide you with this offer to participate in the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the "2024 Plan"). This Offer Document sets out information regarding the grant of restricted stock units ("Restricted Stock Units") over shares of common stock ("Shares") of Unisys Corporation (the "Company") to Australian resident employees, consultants and directors of the Company and its Australian subsidiary(ies).

The Company has adopted the 2024 Plan to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of the Company and any subsidiaries that exist now or in the future, by offering them an opportunity to participate in the Company's future performance through the grant of Awards. The 2024 Plan and this Offer Document are intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 (the "Corporations Act") and ASIC Class Order CO 14/1000.

Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the 2024 Plan.

**1. OFFER**

This is an Offer of Restricted Stock Units.

**2. TERMS OF GRANT**

The terms of the grant of Restricted Stock Units incorporate the rules of the 2024 Plan, this Offer Document, the applicable Restricted Stock Unit Agreement, including the addendum of country-specific provisions (the "Agreement"). By accepting a grant of Restricted Stock Units, you will be bound by the rules of the 2024 Plan, this Offer Document and the Agreement.

**3. ADDITIONAL DOCUMENTS**

In addition to the information set out in this Offer Document, you are also being provided copies of the following documents:

- (a) the 2024 Plan;
- (b) the 2024 Long-Term Incentive and Equity Compensation Plan Prospectus (the "Plan Prospectus");
- (c) the Employee Information Supplement for Australia; and
- (d) the Agreement.

(collectively, the "Additional Documents").

The Notice and the Agreement set forth, among other details, the vesting conditions applicable to your Restricted Stock Units, information on the settlement of your Restricted Stock Units and the consequences of a change in the nature or status of your employment or service.

---

The other Additional Documents provide further information to assist you to make an informed investment decision in relation to your participation in the 2024 Plan. Neither the 2024 Plan nor the Plan Prospectus is a prospectus for the purposes of the Corporations Act.

#### **4. RELIANCE ON STATEMENTS**

You should not rely upon any oral statements made to you in relation to this Offer. You should only rely upon the statements contained in this Offer Document and the Additional Documents when considering your participation in the 2024 Plan.

#### **5. WHO IS ELIGIBLE TO PARTICIPATE?**

You are eligible to participate under the 2024 Plan if, at the time of the offer, you are an Australian resident employee, consultant or director of the Company or an Australian subsidiary and meet the eligibility requirements established under the 2024 Plan.

#### **6. ACCEPTING AN AWARD**

The Notice and the Agreement sets forth additional terms and conditions of your Restricted Stock Unit Award. If you wish to accept your Restricted Stock Unit Award, you will need to indicate your acceptance electronically or in writing in accordance with the procedures established by the Company.

#### **7. WHAT ARE THE MATERIAL TERMS OF THE STOCK UNITS?**

##### **(a) What are Restricted Stock Units?**

Restricted Stock Units represent the right to receive Shares upon fulfilment of the vesting conditions set out in the Agreement. The Restricted Stock Units are considered “restricted” because they are subject to forfeiture and restrictions on transfer until they vest. The restrictions are set forth in the Agreement. When your Restricted Stock Units vest, you will be issued Shares at no monetary cost (other than applicable taxes) to you. Notwithstanding anything to the contrary in the 2024 Plan, the Agreement, or any related document, your Restricted Stock Units will be settled in Shares.

You will not be entitled to receive dividend equivalents with respect to your Restricted Stock Units or dividends with respect to the Shares you acquire under the 2024 Plan.

##### **(b) Do I have to pay any money to receive the Restricted Stock Units?**

No. You pay no monetary consideration to receive the Restricted Stock Units, nor do you pay anything to receive the Shares upon vesting.

##### **(c) How many Shares will I receive upon vesting of my Restricted Stock Units?**

The details of your Restricted Stock Units and the number of Shares subject to the Award are set forth in the Notice and the Agreement.

##### **(d) When do I become a stockholder?**

You are not a stockholder merely as a result of holding Restricted Stock Units. The Restricted Stock Units will not entitle you to any shareholder rights, including the right to vote the Shares or receive dividends, notices of meetings,

---

proxy statements and other materials provided to stockholders, until the restrictions lapse at vesting and the Restricted Stock Units are paid out in Shares. In this regard, you are not recorded as the owner of the Shares prior to vesting. You should refer to the Notice and Agreement for details of the consequences of a change in the nature of your employment.

**(e) Can I transfer the Restricted Stock Units to someone else?**

No. The Restricted Stock Units are generally non-transferable, unless otherwise provided in the Agreement; however, once Shares are issued upon vesting, the Shares will be freely tradeable (subject to the Company's policies and applicable laws regarding insider trading).

**(f) What happens if my employment with the Company or Australian subsidiary terminates?**

Your right to any unvested Restricted Stock Units will terminate when you terminate employment or service with the Company or an Australian subsidiary for reasons including, but not limited to, death, disability, retirement, resignation, lay-off, discharge, or other change of employment or service status.

**8. WHAT IS A SHARE IN THE COMPANY**

Common stock of a U.S. corporation is analogous to an ordinary share of an Australian corporation. Each holder of a Share is entitled to one vote for every Share held in the Company.

The Shares are listed on the New York Stock Exchange ("NYSE") in the United States of America under the symbol "UIS."

Shares are not liable to any further calls for payment of capital or for other assessment by the Company and have no sinking fund provisions, pre-emptive rights, conversion rights or redemption provisions.

**9. HOW CAN I OBTAIN UPDATED INDICATIVE EXAMPLES OF THE CURRENT MARKET PRICE IN AUSTRALIAN DOLLARS?**

You may ascertain the current market price of the Shares as listed on the NYSE under the code "UIS." The Australian dollar equivalent of that price can be obtained by converting that price to Australian dollars using an United States dollar / Australian dollar exchange rate available at: <http://www.rba.gov.au/statistics/frequency/exchange-rates.html>

**10. WHAT ADDITIONAL RISK FACTORS APPLY TO AUSTRALIAN RESIDENTS' PARTICIPATION IN THE PLAN?**

Australian residents should have regard to risk factors relevant to investment in securities generally and, in particular, to the holding of the Shares. For example, the price at which Shares are quoted on the NYSE may increase or decrease due to a number of factors. There is no guarantee that the price of the Shares will increase. Factors which may affect the price of the Shares include fluctuations in the domestic and international market for listed stocks, general economic conditions, including interest rates, inflation rates, commodity and oil prices, changes to government fiscal, monetary or regulatory policies, legislation or regulation, the nature of the markets in which the Company operates and general operational and business risks.

More information about potential factors that could affect the Company's business and financial results is included in the Company's most recent Annual Report on Form 10-K and the Company's Quarterly Report on Form 10-Q, available upon request. In addition, you should be aware that the Australian dollar value of the Shares you may

---

acquire at vesting will be affected by the U.S. dollar/Australian dollar exchange rate. Participation in the 2024 Plan involves certain risks related to fluctuations in this rate of exchange.

**11. PLAN MODIFICATION, TERMINATION ETC.**

Except as provided in the 2024 Plan, the Board may amend or terminate the 2024 Plan at any time, including any form of Award agreement and any outstanding Awards.

**12. WHAT ARE THE AUSTRALIAN TAX CONSEQUENCES OF PARTICIPATION IN THE PLAN?**

Please refer to the description of the tax consequences of participation in the Plan contained in the Employee Information Supplement for Australia, *i.e.*, item (c) of the Additional Documents.

**13. WHAT ARE THE U.S. TAX CONSEQUENCES OF PARTICIPATION IN THE PLAN?**

Australian residents who are not U.S. citizens or tax residents should not be subject to U.S. tax by reason only of the grant or vesting of the Restricted Stock Units and/or the sale of Shares. However, liability for U.S. tax may accrue if an Australian resident is otherwise subject to U.S. tax.

This is only an indication of the likely U.S. tax consequences for an Australian resident who is granted Restricted Stock Units under the 2024 Plan. Each Australian resident should seek his or her own advice as to the U.S. tax consequences of the 2024 Plan.

\* \* \* \* \*

We urge you to carefully review the information contained in this Offer Document and the Additional Documents.

**UNISYS CORPORATION**

**Exhibit 10.20**

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**  
**TSR-Based Restricted Stock Unit Agreement**

**In order for the Award provided hereunder to become effective , this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.**

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation (the "Company"), hereby grants to the grantee named below ("Grantee") an award (the "Award") of restricted stock units in accordance with Section 8 of the Plan. Each restricted stock unit (hereinafter referred to as a "Restricted Stock Unit" or "Unit") represents an obligation of the Company to pay to Grantee up to a maximum of two shares of the Common Stock, par value \$0.01 per share, of the Company (the "Stock") on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), for each Unit that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement).

Grantee: #ParticipantName#

Total Number of Stock  
Units Awarded ("Target Number of Units")<sup>1</sup> #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Schedule: The Vesting Schedule is set forth in Appendix A to this Agreement.

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan. The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 25 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 25 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.
3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.

<sup>1</sup> All Restricted Stock Units subject to this Agreement are Performance-Based Units.

4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5, 6 and 7 of this Agreement, all Restricted Stock Units awarded under this Agreement that have not vested will be forfeited and all rights of Grantee with respect to such Units will terminate without any payment by the Company upon termination of employment or service by Grantee or by the Employer prior to the applicable vesting date for such Units, as set forth in Appendix A (each, a "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event of Grantee's termination of employment or service due to Grantee's death, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Number of Units.

6. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix B to this Agreement), any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Number of Units. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 28(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix B to this Agreement.

7. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control either (i) involuntarily by the Employer, other than for Cause, or (ii) by Grantee for Good Reason, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 15(b) of the Plan. This paragraph 7 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

8. Each payment that may become due hereunder shall be made only in shares of Stock, unless otherwise provided in this Agreement. Except as otherwise provided in paragraph 18, such shares will be issued to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

9. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

10. The greatest assets of Unisys<sup>2</sup> are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

10.1 Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys with whom Grantee worked to terminate his or her employment with Unisys, except as directed by Unisys; (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys; or (c) perform services for any Unisys customer or, where allowed by law, prospective customer, of the type Grantee provided while employed by Unisys for any Unisys customer or, where allowed by law, prospective customer for which Grantee worked at any time during the eighteen months prior to leaving Unisys. Grantee acknowledges that by performing services for such customers, it is diverting business opportunities from Unisys.

10.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

10.3 Grantee agrees that Unisys shall be entitled to seek preliminary and permanent injunctive relief, in the event of a breach or threatened breach of any of the covenants contained in this paragraph 10.

10.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

10.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service or any changes in Grantee's title, job duties or compensation, and may not be modified or amended except by a writing executed by Grantee and the Chair of the Board of the Company.

10.6 Grantee agrees, after having the opportunity to take legal advice and having regard to all the circumstances, that the restrictions in Section 10.1 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of Unisys and the legitimate commercial interests of Unisys and that they

For purposes of this paragraph 10, the term "Unisys" shall include the Company and all of its subsidiaries.

do not unreasonably impose limitations on Grantee's ability to earn a living. Unisys and Grantee agree that: (a) each restriction in Section 10.1 shall be read and construed independently of the other restrictions in that section so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining Restrictions shall not be affected; and (b) if any restriction in Section 10.1 is found to be void but would be valid and enforceable if some part of it were deleted or reformed, the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

10.7 Grantee agrees that the benefits received under this Agreement is adequate consideration, sufficient to make the covenants in Section 10 immediately binding and enforceable against Grantee. Grantee understands that the restrictions in Section 10.1 is limited in geographic scope to the United States and any other country in which the Company is engaged in business (or actively planning to engage in business) at the time Grantee's employment with Unisys ends.

10.8 Grantee understands that they have a right to consult with an attorney regarding the Agreement and that they were advised by the Company to do so. Grantee also acknowledges that they received the Agreement at least fourteen (14) days before Participant is required to sign the Agreement.

10.9 Nothing in this Agreement prohibits Grantee from (i) opposing an event or conduct that Grantee reasonably believes is a violation of law, including criminal conduct, discrimination, harassment, retaliation, a safety or health violation, or other unlawful employment practices (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise); or (iii) reporting such an event or conduct to Grantee's attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, or the state or local human rights agency), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Conduct"). Further, nothing requires notice to or approval from the Company before engaging in such Protected Conduct.

11. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units even if restricted stock units have been granted in the past; (iii) all decisions with respect to future awards of restricted stock units, if any, will be at the sole discretion of the Committee or its designee; (iv) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (v) Grantee's participation in the Plan is voluntary; (vi) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (vii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation; (viii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (ix) unless otherwise agreed with the Company, the Award and the shares of Stock subject to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (x) the future value of the underlying shares of

Stock is unknown, indeterminable, and cannot be predicted with certainty; (xi) if Grantee accepts the Award and obtains shares of Stock, the value of those shares of Stock acquired upon vesting may increase or decrease in value; (xii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); (xiii) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xiv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award or the subsequent sale of any shares of Stock acquired upon settlement; and (xv) in the event the Company is required to prepare an accounting restatement, the Award, the shares of Stock subject to the Award and proceeds from a sale of such shares may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, including the Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation, but provided such forfeiture or recoupment is permitted under applicable law.

12. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan or Grantee's acquisition or sale of the underlying shares of Stock. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

13. Regardless of any action the Company or the Employer takes with respect to any or all income tax, employment tax, social insurance, social security, national insurance contribution, payroll tax, contributions, levies payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Award, the issuance of shares of Stock upon settlement of the Award, the subsequent sale of the shares of Stock acquired pursuant to such issuance and the receipt of any dividends or other distributions; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer; (2) withholding from proceeds of the sale of shares of Stock acquired upon vesting or settlement of the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf

pursuant to this authorization without further consent); or (3) withholding in shares of Stock to be issued upon vesting or settlement of the Award. Notwithstanding the foregoing, if Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold by means of mandatory withholding of shares in Stock to be issued upon vesting or settlement of the Award, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case the Company shall use one of the other methods described above under (1) and (2) to satisfy the Company's and/or Employer's withholding obligation.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

Finally, within ninety (90) days of any tax liability arising, Grantee shall pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan or Grantee's receipt of shares of Stock that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock or proceeds of the sale of shares of Stock in settlement of the vested Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

**14. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's Global Associate Data Protection Notice. Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.**

**15.** If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or

revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

16. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this Agreement and the Plan. If Grantee has received this Agreement or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

17. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

18. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Units are nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code, Grantee's entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but the delivery of the shares of Stock subject to Grantee's Units shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, delivery of the shares of Stock subject to Grantee's Units will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

19. The Award shall be subject to any special terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the special terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

20. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of

the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

21. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any shares of Stock acquired under the Plan, to the extent the Company determines in its sole discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

22. Notwithstanding any other provision of the Plan or this Agreement to the contrary, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award prior to the completion of any registration or qualification of the shares of Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its sole discretion, deem necessary or advisable. Grantee understands that the Company is under no obligation to register or qualify the shares of Stock with the SEC or any local, state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Stock. Further, Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

23. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

24. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Awards) or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

25. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating

in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

26. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Peter A. Altabef  
Chair and Chief Executive Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby accept my Restricted Stock Unit Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, and that I agree to be bound thereby and by the actions of the Compensation and Human Resources Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby reject my Restricted Stock Unit Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

## UNISYS CORPORATION

**2024 Long-Term Incentive and Equity Compensation Plan**  
**TSR-Based Restricted Stock Unit Agreement**

Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or Grantee's relevant Restricted Stock Unit Agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (the "Addendum"), the "Agreement").

All of the Restricted Stock Units granted under the Agreement are TSR-Based Restricted Stock Units (TSR-RSUs).

**[YEAR 1] (TSR-Based RSU) Metric and Performance Determination**

The TSR-Based RSU vesting metric will be Relative Total Shareholder Return (rTSR) compared to the Russell 2000 Index inclusive of dividends and stock splits ("Russell 2000") using a 30-trading day closing average to determine beginning and ending stock prices for each vesting tranche.

The rTSR will be measured from a percentile positioning perspective among the constituent companies of the Russell 2000 Index using the following payout schedule. The list of companies included are based on those in the Russell 2000 Index at the start of the performance period. Any companies that are either bankrupt or experience a merger/acquisition event during the performance period will be removed when determining final ranking results, unless such company is the surviving entity in a merger/acquisition and such company was a constituent of the index at the start of the performance period.

Relative TSR Positioning	Ranking	Achievement
Threshold	25 <sup>th</sup> Percentile	50% of Target
Target	55 <sup>th</sup> Percentile	100% of Target
Maximum	80 <sup>th</sup> Percentile	200% of Target

There will be no payout if below Threshold for the respective vesting tranche.

Greater than 80<sup>th</sup> percentile will be capped at 200% of target.

Results between Threshold-Target and Target-Maximum will be interpolated.

The payout percentage is capped at 100% of Target if Unisys's absolute TSR is negative over any of the vesting tranches tied to respective performance periods.

**[YEAR 1] TSR-Based RSUs Vesting Schedule**

<b>Performance Basis</b>	<b>Award</b>	<b>Vesting and Settlement Dates<sup>1</sup></b>
[YEAR 1]	1/3 of the target number of units	Earned based on [YEAR 1] rTSR with vesting on the first anniversary of grant
[YEAR 1]-[YEAR 2]	1/3 of the target number of units	Earned based on [YEAR 1]-[YEAR 2] rTSR with vesting on the second anniversary of grant
[YEAR 1]-[YEAR 3]	1/3 of the target number of units	Earned based on [YEAR 1]-[YEAR 3] rTSR with vesting on the third anniversary of grant

<sup>1</sup>Vesting based on rTSR on the anniversary of grant or the date the Committee has certified achievement of goals, if later.

**UNISYS CORPORATION**

**2024 Long-Term Incentive and Equity Compensation Plan**  
**Restricted Stock Unit Agreement**

Title 42 USC § 12102 – Definition of Disability:

(1) **DISABILITY.** The term “disability” means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) **MAJOR LIFE ACTIVITIES**

(A) **In general**

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) **Major bodily functions**

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) **REGARDED AS HAVING SUCH AN IMPAIRMENT:** For purposes of paragraph (1)(C):

(A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**

**Addendum**

Certain capitalized terms used but not defined in this addendum and the attachments to the addendum (collectively, the "Addendum") have the meanings set forth in the Plan and/or the Agreement.

**Terms and Conditions**

This Addendum includes additional or different terms and conditions that govern the Award granted to Grantee under the Plan if Grantee resides and/or works in one of the states or countries listed below.

If Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply to Grantee.

**Notifications**

This Addendum also includes high level information regarding exchange controls and certain other issues of which Grantee should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2024. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Grantee not rely on the information in this Addendum as the only source of information relating to the consequences of Grantee's participation in the Plan (e.g., because the information may be out of date at the time that the Award vests and shares of Stock are issued, or Grantee sells shares of Stock acquired upon vesting of the Award under the Plan).

In addition, the information contained herein is general in nature and may not apply to Grantee's particular situation, and the Company is not in a position to assure Grantee of a particular result. Accordingly, Grantee should seek appropriate professional advice as to how the relevant laws in Grantee's country may apply to his or her situation before taking any action. Grantee acknowledges that Grantee is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements.

Finally, if Grantee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment and/or residency after the Date of Grant, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable in the same manner to Grantee.

**UNITED STATES**

California: If Grantee is a resident of California, then for so long as Grantee is a resident of California, Section 10.1 shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of California a claim relating to Section 10 arising in California or in any other way deprive Grantee of the substantive protection of California law with respect to a controversy arising in California.

Colorado: If Grantee is a resident of Colorado, then for so long as the Participant is a resident of Colorado: (1) the scope of customers and clients subject to the restrictions in Section 10.1 (b) and (c) shall be modified to cover only those customers and clients with respect to which Grantee would have been provided trade secret information during their employment with Unisys; and (2) Grantee stipulates that the restrictions in Section 10.1 are reasonable and necessary for the protection of trade secrets within the meaning § 8-2-113(2)(b) (the "Colorado Noncompete Act"). In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Colorado a claim relating to Section 10 arising in Colorado or in any other way deprive Grantee of the substantive protection of Colorado law with respect to a controversy arising in Colorado.

Minnesota: If Grantee is a resident of Minnesota, then for so long as Grantee is a resident of Minnesota, the restrictions in Sections 10.1 (c) shall not apply after Grantee's employment with Unisys ends. In addition, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Minnesota a claim relating to Section 10 arising in Minnesota or in any other way deprive Grantee of the substantive protection of Minnesota law with respect to a controversy arising in Minnesota.

Washington: If Grantee is a resident of Washington, then for so long as Grantee is a resident of Washington, the choice of law and venue provisions in Section 20 shall not apply to Section 10 of this Agreement, and the law of the state in which Grantee resides when last employed by Unisys shall govern Section 10 of this Agreement. For the avoidance of doubt, nothing in this Agreement will require Grantee to adjudicate outside of Washington a claim relating to Section 10 arising in Washington or in any other way deprive Grantee of the substantive protection of Washington law with respect to a controversy arising in Washington.

## AUSTRALIA

### ***Term and Conditions***

#### Australian Offer Document

This offer of Restricted Stock Units is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the Offer of Restricted Stock Units to Australian Resident Employees, which is attached to this Addendum. By accepting the Award, Grantee acknowledges and confirms that he or she has received the Offer Document.

### ***Notifications***

#### Tax Information

The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to the conditions in that Act).

#### Exchange Control Information

Grantee is responsible for reporting cash transactions inbound and/or outbound. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **AUSTRIA**

Grantee agrees that the Plan and any Award shall be considered as non-binding and shall not confer Grantee any rights to future Awards or any benefits resulting from Awards. This shall in no way exclude or restrict the application of any more specific provisions in the Plan.

## **BRAZIL**

### ***Terms and Conditions***

#### **Acknowledgement of Nature of Award**

This section supplements paragraph 11 of the Agreement:

Grantee agrees that the value of the underlying shares of Stock is not fixed and may increase or decrease in value over the vesting period without compensation to Grantee.

Grantee agrees that, for all legal purposes, (i) the Plan is not a part of the terms and conditions of Grantee's employment; and (ii) the income from the Award, if any, is part of Grantee's remuneration from employment, for all purposes.

#### **Compliance with Law**

In accepting the grant of the Award, Grantee acknowledges his or her agreement to comply with applicable Brazilian laws including, without limitation, to report the income recognized in connection with the Award on his or her income tax return and to pay any and all applicable tax associated with the Award, the sale of the shares of Stock acquired under the Plan and the receipt of any dividends.

### ***Notifications***

#### **Exchange Control Information**

An annual declaration of assets and rights held outside of Brazil may need to be filed with the Central Bank of Brazil if Grantee holds assets or rights exceeding a specified aggregate value. Shares of Stock acquired under the Plan that are held outside of Brazil (e.g., in a non-Brazilian brokerage account) are among the assets and rights that may need to be reported. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **CANADA**

#### **Settlement of Stock Units only in Stock**

Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the grant of the Restricted Stock Units does not provide Grantee any right to receive a cash payment and the Restricted Stock Units may be settled only by delivery of shares of Stock.

Additionally, notwithstanding paragraph 13 of the Agreement, Grantee may satisfy any Tax-Related Items through alternate arrangements satisfactory to the Company prior to the arising of the obligation relating to the Tax-Related Items, otherwise such Tax-Related Items shall be satisfied as set forth in paragraph 13.

#### Termination of Employment

Notwithstanding anything else in the Plan or the Agreement (including paragraph 4 of the Agreement), for purposes of the Agreement, Grantee's employment or service with the Employer shall be deemed to end on the date on which Grantee ceases to be actively employed by the Employer, which term "actively employed" shall include any period for which Grantee is deemed to be actively employed for purposes of applicable employment standards legislation, and shall exclude any other period of non-working notice of termination or any notice period, whether mandated or implied under local law during which Grantee is not actually employed (e.g., garden leave or similar leave) or during or for which Grantee receives pay in lieu of notice or severance pay. The Company shall have the sole discretion to determine when Grantee is no longer actively employed for purposes of the Agreement without reference to any other agreement, written or oral, including Grantee's contract of employment, if applicable.

#### Securities Law Information

Shares of Stock acquired under the Plan are subject to certain restrictions on resale imposed by Canadian provincial and territorial securities laws, as applicable. Notwithstanding any other provision of the Plan to the contrary, any transfer or resale of any shares of Stock acquired by Grantee pursuant to the Plan must be in accordance with the resale rules under applicable Canadian provincial and territorial securities laws, including (a) Ontario Securities Commission Rule 72-503 Distributions Outside Canada ("72-503"), if Grantee is a resident in the Province of Ontario; and (b) National Instrument 45-102 Resale of Securities, if Grantee is a resident in the Provinces of Nova Scotia. In Ontario, the prospectus requirement does not apply to the first trade of shares of Stock issued in connection with the Stock Units, provided the conditions set forth in section 2.8 of 72-503 are satisfied. In Nova Scotia, the prospectus requirement does not apply to the first trade of shares of Stock issued in connection with the Restricted Stock Units, provided the conditions set forth in section 2.14 of 45-102 are satisfied. The shares of Stock acquired under the Plan may not be transferred or sold in Canada or to a Canadian resident other than in accordance with applicable provincial or territorial securities laws. Grantee is advised to consult Grantee's legal advisor prior to any resale of shares of Stock.

Data Protection. Paragraph 14 of the Agreement is replaced in its entirety with the following paragraph.

**14. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal information (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and any applicable data protection notice and/or privacy policy/statement. Such personal information may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the use and transfer of the personal information, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal information also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal information (or that of persons closely associated with Grantee) is**

**mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal information would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.**

Restrictive Covenants (for employees in Ontario): Paragraph 10.1 is replaced in its entirety with the following paragraph:

Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys to terminate his or her employment with Unisys, except as directed by Unisys; or (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys.

## **COLOMBIA**

### ***Terms and Conditions***

#### Labor Law Acknowledgement and Policy Statement

By voluntarily accepting the Award, Grantee acknowledges that neither the Restricted Stock Units nor any cash payment he or she may receive pursuant to the Restricted Stock Units will constitute a component of his or her "salary" under Article 15 of Law 50/1990 (Article 128 of the Colombian Labor Code), as may be amended from time to time, and will not be considered as made in the nature of a salary payment for any and all legal purposes, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. As the Restricted Stock Units and any payments Grantee receives pursuant to the Restricted Stock Units are wholly discretionary, do not exclusively depend on Grantee's performance and are not granted as direct remuneration for any services Grantee may provide, they will be considered of an extraordinary nature and will not be considered for the payment and/or calculation of any legal or extralegal benefit that may be determined based on Grantee's salary.

### ***Notifications***

#### Securities Law Information

Shares of Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Vacional de Valores y Emisores*) and therefore the shares of Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia.

#### Exchange Control Information

Payments for an investment originating in Colombia (and the liquidation of such investments) may be required to be transferred through the Colombian foreign exchange market (e.g., local banks). Grantee is responsible for complying with any and all Colombian foreign exchange restrictions, approvals, registration and reporting requirements in connection with the Restricted Stock Units and any shares of Stock acquired or funds received under the Plan. This may include reporting obligations to the Central Bank, to the extent such reporting is required. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## **COSTA RICA**

No disclosure required.

## FRANCE

### **Terms and Conditions**

#### Consent to Receive Information in English

By accepting the Award, Grantee confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. Grantee accepts the terms of those documents accordingly.

*En acceptant l'Attribution, le Participant confirme avoir lu et compris le Plan et le présent Accord (« Agreement ») y inclus tous leurs termes et conditions, qui ont été communiqués en langue anglaise. Le Participant accepte les dispositions de ces documents en toute connaissance de cause.*

### **Notifications**

#### Exchange Control Information

Grantee may be required to report the value of any cash or securities that he or she brings into France or sends out of France without the use of a financial institution to the French Customs and Excise Authorities when the value of such cash or securities reaches or exceeds the threshold amount. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## GERMANY

### **Notifications**

#### Exchange Control Information

Grantee may be required to report monthly to the German Federal Bank (*Bundesbank*) cross-border payments in excess of a specified threshold. *Grantee should consult with his or her personal financial advisor for further details regarding this requirement.*

## HUNGARY

There are no country-specific provisions for Hungary.

## INDIA

### **Notifications**

#### Exchange Control Information

Grantee may be required to repatriate the cash proceeds received upon the sale of shares of Stock and convert such proceeds into local currency within specified timeframes as required under applicable regulations. Grantee also may

be required to retain evidence of such repatriation. Grantee should consult with his or her personal financial advisor for further details regarding this requirement.

## NETHERLANDS

There are no country-specific provisions for the Netherlands.

## NEW ZEALAND

### ***Terms and Conditions***

#### Securities Law Information

#### **Warning**

This is an offer of Restricted Stock Units over shares of Stock. Shares of Stock give Grantee a stake in the ownership of the Company. Grantee may receive a return if dividends are paid. Shares of Stock are quoted on the New York Stock Exchange ("NYSE"). This means Grantee may be able to sell them on the NYSE if there are interested buyers. Grantee may get less than he or she invested. The price will depend on the demand for the shares of Stock.

If the Company runs into financial difficulties and is wound up, Grantee will be paid only after all creditors have been paid. Grantee may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, Grantee may not be given all the information usually required. Grantee will also have fewer other legal protections for this investment.

In compliance with applicable New Zealand securities laws, Grantee is entitled to receive, in electronic or other form and free of cost, copies of the Company's latest annual report, relevant financial statements and the auditor's report on said financial statements (if any).

Grantee should ask questions, read all documents carefully, and seek independent financial advice before committing him- or herself.

## SWITZERLAND

### ***Terms and Conditions***

#### Tax acknowledgment

This provision supplements paragraph 13 of the Agreement.

In accepting the grant of the Award, Grantee acknowledges that any liability to taxation arising in respect of the grant of Awards or otherwise in connection with the Plan shall be in the account of Grantee, in accordance with Article 17

et seqq. of the Swiss Direct Federal Tax Law, as may be amended from time to time. No liability is assumed by the Company in respect thereof. Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to the Swiss tax authorities (or any other relevant authority).

#### **Notifications**

##### Securities Law Information

The Award is not intended to be publicly offered in or from Switzerland. Because the offer is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other material relating to the offer of the Award (a) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services, as may be amended from time to time ("FinSA"), (b) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company or a subsidiary or (c) has been or will be filed with, approved by or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority (e.g., the Swiss Financial Market Supervisory Authority).

#### **UNITED KINGDOM**

##### **Terms and Conditions**

###### Award Payable Only in Shares of Stock

Notwithstanding Section 8(e) of the Plan, Awards granted to Grantees in the United Kingdom shall be paid in shares of Stock only and do not provide any right for Grantee to receive a cash payment.

###### Tax Acknowledgment

This section supplements paragraph 13 of the Agreement.

Without limitation to paragraph 13, Grantee hereby agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). Grantee also hereby agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Grantee's behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, in the event that Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), Grantee understands that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by Grantee, in case the indemnification could be considered to be a loan. In this case, the income tax not collected or paid may constitute a benefit to Grantee on which additional income tax and National Insurance contributions ("NIC") may be payable. Grantee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company for the value of any National Insurance contributions due on this additional benefit, which may also be recovered from Grantee at any time by any of the means referred to in paragraph 13 of the Agreement.

###### Joint Election

As a condition of participation in the Plan, Grantee agrees to accept any liability for secondary Class 1 NICs (the "Employer NICs") which may be payable by the Company and/or the Employer in connection with the Award and any event giving rise to Tax-Related Items. Without prejudice to the foregoing, Grantee agrees to execute a joint election with the Company, in the form formally approved by HMRC (the "Joint Election") and provided by the Company, and any other consent or election required to accomplish the transfer of the liability for Employer NICs to Grantee. Grantee further agrees to execute such other joint elections as may be required between him or her and any successor to the Company and/or the Employer. Grantee further agrees that the Company and/or the Employer may collect the Employer NICs from him or her by any of the means set forth in paragraph 13 of the Agreement or in accordance with the Joint Election.

If Grantee does not enter into a Joint Election prior to vesting of the Award, he or she will not be entitled to vest in the Award and no shares of Stock will be issued to Grantee under the Plan, without any liability to the Company and/or the Employer.

ATTACHMENT TO ADDENDUM FOR AUSTRALIA

**OFFER DOCUMENT**

**UNISYS CORPORATION**

**2024 LONG-TERM INCENTIVE AND EQUITY COMPENSATION PLAN**

**OFFER OF STOCK UNITS  
TO AUSTRALIAN RESIDENT EMPLOYEES**

**Investment in shares involves a degree of risk. Eligible employees who elect to participate in the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the “2024 Plan”) should monitor their participation and consider all risk factors relevant to the acquisition of shares of common stock under the 2024 Plan as set out in this Offer Document and the Additional Documents (as defined herein).**

**Any advice given in this Offer Document in relation to the restricted stock units being offered under the 2024 Plan does not take into account your objectives, financial situation and needs.**

**You should consider obtaining your own financial product advice from a person who is licensed by the Australian Securities and Investments Commission to give such advice.**

**OFFER OF STOCK UNITS  
TO AUSTRALIAN RESIDENT EMPLOYEES**

**UNISYS CORPORATION**

**2024 LONG-TERM INCENTIVE AND EQUITY COMPENSATION PLAN**

We are pleased to provide you with this offer to participate in the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the "2024 Plan"). This Offer Document sets out information regarding the grant of restricted stock units ("Restricted Stock Units") over shares of common stock ("Shares") of Unisys Corporation (the "Company") to Australian resident employees, consultants and directors of the Company and its Australian subsidiary(ies).

The Company has adopted the 2024 Plan to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of the Company and any subsidiaries that exist now or in the future, by offering them an opportunity to participate in the Company's future performance through the grant of Awards. The 2024 Plan and this Offer Document are intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 (the "Corporations Act") and ASIC Class Order CO 14/1000.

Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the 2024 Plan.

**1. OFFER**

This is an Offer of Restricted Stock Units.

**2. TERMS OF GRANT**

The terms of the grant of Restricted Stock Units incorporate the rules of the 2024 Plan, this Offer Document, the applicable Restricted Stock Unit Agreement, including the addendum of country-specific provisions (the "Agreement"). By accepting a grant of Restricted Stock Units, you will be bound by the rules of the 2024 Plan, this Offer Document and the Agreement.

**3. ADDITIONAL DOCUMENTS**

In addition to the information set out in this Offer Document, you are also being provided copies of the following documents:

- (a) the 2024 Plan;
- (b) the 2024 Long-Term Incentive and Equity Compensation Plan Prospectus (the "Plan Prospectus");
- (c) the Employee Information Supplement for Australia; and
- (d) the Agreement.

(collectively, the "Additional Documents").

The Notice and the Agreement set forth, among other details, the vesting conditions applicable to your Restricted Stock Units, information on the settlement of your Restricted Stock Units and the consequences of a change in the nature or status of your employment or service.

The other Additional Documents provide further information to assist you to make an informed investment decision in relation to your participation in the 2024 Plan. Neither the 2024 Plan nor the Plan Prospectus is a prospectus for the purposes of the Corporations Act.

#### **4. RELIANCE ON STATEMENTS**

You should not rely upon any oral statements made to you in relation to this Offer. You should only rely upon the statements contained in this Offer Document and the Additional Documents when considering your participation in the 2024 Plan.

#### **5. WHO IS ELIGIBLE TO PARTICIPATE?**

You are eligible to participate under the 2024 Plan if, at the time of the offer, you are an Australian resident employee, consultant or director of the Company or an Australian subsidiary and meet the eligibility requirements established under the 2024 Plan.

#### **6. ACCEPTING AN AWARD**

The Notice and the Agreement sets forth additional terms and conditions of your Restricted Stock Unit Award. If you wish to accept your Restricted Stock Unit Award, you will need to indicate your acceptance electronically or in writing in accordance with the procedures established by the Company.

#### **7. WHAT ARE THE MATERIAL TERMS OF THE STOCK UNITS?**

##### **(a) What are Restricted Stock Units?**

Restricted Stock Units represent the right to receive Shares upon fulfilment of the vesting conditions set out in the Agreement. The Restricted Stock Units are considered “restricted” because they are subject to forfeiture and restrictions on transfer until they vest. The restrictions are set forth in the Agreement. When your Restricted Stock Units vest, you will be issued Shares at no monetary cost (other than applicable taxes) to you. Notwithstanding anything to the contrary in the 2024 Plan, the Agreement, or any related document, your Restricted Stock Units will be settled in Shares.

You will not be entitled to receive dividend equivalents with respect to your Restricted Stock Units or dividends with respect to the Shares you acquire under the 2024 Plan.

##### **(b) Do I have to pay any money to receive the Restricted Stock Units?**

No. You pay no monetary consideration to receive the Restricted Stock Units, nor do you pay anything to receive the Shares upon vesting.

##### **(c) How many Shares will I receive upon vesting of my Restricted Stock Units?**

The details of your Restricted Stock Units and the number of Shares subject to the Award are set forth in the Notice and the Agreement.

##### **(d) When do I become a stockholder?**

You are not a stockholder merely as a result of holding Restricted Stock Units. The Restricted Stock Units will not entitle you to any shareholder rights, including the right to vote the Shares or receive dividends, notices of meetings,

proxy statements and other materials provided to stockholders, until the restrictions lapse at vesting and the Restricted Stock Units are paid out in Shares. In this regard, you are not recorded as the owner of the Shares prior to vesting. You should refer to the Notice and Agreement for details of the consequences of a change in the nature of your employment.

**(e) Can I transfer the Restricted Stock Units to someone else?**

No. The Restricted Stock Units are generally non-transferable, unless otherwise provided in the Agreement; however, once Shares are issued upon vesting, the Shares will be freely tradeable (subject to the Company's policies and applicable laws regarding insider trading).

**(f) What happens if my employment with the Company or Australian subsidiary terminates?**

Your right to any unvested Restricted Stock Units will terminate when you terminate employment or service with the Company or an Australian subsidiary for reasons including, but not limited to, death, disability, retirement, resignation, lay-off, discharge, or other change of employment or service status.

**8. WHAT IS A SHARE IN THE COMPANY**

Common stock of a U.S. corporation is analogous to an ordinary share of an Australian corporation. Each holder of a Share is entitled to one vote for every Share held in the Company.

The Shares are listed on the New York Stock Exchange ("NYSE") in the United States of America under the symbol "UIS."

Shares are not liable to any further calls for payment of capital or for other assessment by the Company and have no sinking fund provisions, pre-emptive rights, conversion rights or redemption provisions.

**9. HOW CAN I OBTAIN UPDATED INDICATIVE EXAMPLES OF THE CURRENT MARKET PRICE IN AUSTRALIAN DOLLARS?**

You may ascertain the current market price of the Shares as listed on the NYSE under the code "UIS." The Australian dollar equivalent of that price can be obtained by converting that price to Australian dollars using an United States dollar / Australian dollar exchange rate available at: <http://www.rba.gov.au/statistics/frequency/exchange-rates.html>

**10. WHAT ADDITIONAL RISK FACTORS APPLY TO AUSTRALIAN RESIDENTS' PARTICIPATION IN THE PLAN?**

Australian residents should have regard to risk factors relevant to investment in securities generally and, in particular, to the holding of the Shares. For example, the price at which Shares are quoted on the NYSE may increase or decrease due to a number of factors. There is no guarantee that the price of the Shares will increase. Factors which may affect the price of the Shares include fluctuations in the domestic and international market for listed stocks, general economic conditions, including interest rates, inflation rates, commodity and oil prices, changes to government fiscal, monetary or regulatory policies, legislation or regulation, the nature of the markets in which the Company operates and general operational and business risks.

More information about potential factors that could affect the Company's business and financial results is included in the Company's most recent Annual Report on Form 10-K and the Company's Quarterly Report on Form 10-Q, available upon request. In addition, you should be aware that the Australian dollar value of the Shares you may

acquire at vesting will be affected by the U.S. dollar/Australian dollar exchange rate. Participation in the 2024 Plan involves certain risks related to fluctuations in this rate of exchange.

**11. PLAN MODIFICATION, TERMINATION ETC.**

Except as provided in the 2024 Plan, the Board may amend or terminate the 2024 Plan at any time, including any form of Award agreement and any outstanding Awards.

**12. WHAT ARE THE AUSTRALIAN TAX CONSEQUENCES OF PARTICIPATION IN THE PLAN?**

Please refer to the description of the tax consequences of participation in the Plan contained in the Employee Information Supplement for Australia, *i.e.*, item (c) of the Additional Documents.

**13. WHAT ARE THE U.S. TAX CONSEQUENCES OF PARTICIPATION IN THE PLAN?**

Australian residents who are not U.S. citizens or tax residents should not be subject to U.S. tax by reason only of the grant or vesting of the Restricted Stock Units and/or the sale of Shares. However, liability for U.S. tax may accrue if an Australian resident is otherwise subject to U.S. tax.

This is only an indication of the likely U.S. tax consequences for an Australian resident who is granted Restricted Stock Units under the 2024 Plan. Each Australian resident should seek his or her own advice as to the U.S. tax consequences of the 2024 Plan.

\* \* \* \* \*

We urge you to carefully review the information contained in this Offer Document and the Additional Documents.

**UNISYS CORPORATION**

**Exhibit 10.21**

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**  
**Profit-Based Cash Award Agreement**

**In order for the Award provided hereunder to become effective , this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.**

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation (the "Company"), hereby grants to the grantee named below ("Grantee") a Profit-based cash award (the "Award") in accordance with Section 10 of the Plan. Each Award represents an obligation of the Company to make a cash payment to Grantee on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A, Appendix B, and amended terms and provisions set forth in the attached addendum, the "Agreement"), for each Award that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement). The Award is payable in cash in USD into a brokerage account set up for Grantee in the United States.

Grantee: #ParticipantName#

Target Payment: #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Schedule: The Vesting Schedule is set forth in Appendix A to this Agreement.

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan. The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 25 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 25 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.
3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.
4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5 and 6 of this Agreement, all Awards granted under this Agreement that have not vested will be forfeited and all rights of Grantee with respect to such Awards will terminate without any payment by the Company upon termination of employment or service by Grantee or by the Employer prior to the applicable vesting date for such Awards, as set forth in Appendix A (each, a "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix B to this Agreement), any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Payment amount. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 28(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix B to this Agreement.

6. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control either (i) involuntarily by the Employer other than for Cause, or (ii) by Grantee for Good Reason, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 15(b) of the Plan. This paragraph 6 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

7. Each payment that may become due hereunder shall be made only in cash. Except as otherwise provided in paragraph 17, such payment will be made to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

8. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 9 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 9 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

9. The greatest assets of Unisys<sup>1</sup> are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

9.1 Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys with whom Grantee worked to terminate his or her employment with Unisys, except as directed by Unisys; (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys; or (c) perform services for any Unisys customer or, where allowed by law, prospective customer, of the type Grantee provided while employed by Unisys for any Unisys customer or, where allowed by law, prospective customer for which Grantee worked at any time during

For purposes of this paragraph 9, the term "Unisys" shall include the Company and all of its subsidiaries.

the eighteen months prior to leaving Unisys. Grantee acknowledges that by performing services for such customers, it is diverting business opportunities from Unisys.

9.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

9.3 Grantee agrees that Unisys shall be entitled to seek preliminary and permanent injunctive relief, in the event of a breach or threatened breach of any of the covenants contained in this paragraph 10.

9.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

9.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service or any changes in Grantee's title, job duties or compensation, and may not be modified or amended except by a writing executed by Grantee and the Chair of the Board of the Company.

9.6 Grantee agrees, after having the opportunity to take legal advice and having regard to all the circumstances, that the restrictions in Section 10.1 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of Unisys and the legitimate commercial interests of Unisys and that they do not unreasonably impose limitations on Grantee's ability to earn a living. Unisys and Grantee agree that: (a) each restriction in Section 10.1 shall be read and construed independently of the other restrictions in that section so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining Restrictions shall not be affected; and (b) if any restriction in Section 10.1 is found to be void but would be valid and enforceable if some part of it were deleted or reformed, the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

9.7 Grantee agrees that the benefits received under this Agreement is adequate consideration, sufficient to make the covenants in Section 10 immediately binding and enforceable against Grantee. Grantee understands that the restrictions in Section 10.1 is limited in geographic scope to the United States and any other country in which the Company is engaged in business (or actively planning to engage in business) at the time Grantee's employment with Unisys ends.

9.8 Grantee understands that they have a right to consult with an attorney regarding the Agreement and that they were advised by the Company to do so. Grantee also acknowledges that they received the Agreement at least fourteen (14) days before Participant is required to sign the Agreement.

9.9 Nothing in this Agreement prohibits Grantee from (i) opposing an event or conduct that Grantee reasonably believes is a violation of law, including criminal conduct, discrimination, harassment, retaliation, a safety or health violation, or other unlawful employment practices (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise); or (iii) reporting such an event or conduct to Grantee's attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, or the state or local human rights agency), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Conduct"). Further, nothing requires notice to or approval from the Company before engaging in such Protected Conduct.

10. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units even if restricted stock units have been granted in the past; (iii) all decisions with respect to future awards of restricted stock units, if any, will be at the sole discretion of the Committee or its designee; (iv) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (v) Grantee's participation in the Plan is voluntary; (vi) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (vii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation; (viii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (ix) unless otherwise agreed with the Company, the Award and the shares of Stock subject to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (x) the future value of the underlying shares of Stock is unknown, indeterminable, and cannot be predicted with certainty; (xi) if Grantee accepts the Award and obtains shares of Stock, the value of those shares of Stock acquired upon vesting may increase or decrease in value; (xii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); (xiii) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xiv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between

Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award or the subsequent sale of any shares of Stock acquired upon settlement; and (xv) in the event the Company is required to prepare an accounting restatement, the Award, the shares of Stock subject to the Award and proceeds from a sale of such shares may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, including the Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation, but provided such forfeiture or recoupment is permitted under applicable law.

11. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan or Grantee's acquisition or sale of the underlying shares of Stock. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

12. Regardless of any action the Company or the Employer takes with respect to any or all income tax, employment tax, social insurance, social security, national insurance contribution, payroll tax, contributions, levies payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Award, the issuance of shares of Stock upon settlement of the Award, the subsequent sale of the shares of Stock acquired pursuant to such issuance and the receipt of any dividends or other distributions; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer; (2) withholding from proceeds of the sale of shares of Stock acquired upon vesting or settlement of the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization without further consent); or (3) withholding in shares of Stock to be issued upon vesting or settlement of the Award. Notwithstanding the foregoing, if Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold by means of mandatory withholding of shares in Stock to be issued upon vesting or settlement of the Award, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case the Company shall use one of the other methods described above under (1) and (2) to satisfy the Company's and/or Employer's withholding obligation.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a

refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

Finally, within ninety (90) days of any tax liability arising, Grantee shall pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan or Grantee's receipt of shares of Stock that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock or proceeds of the sale of shares of Stock in settlement of the vested Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

**13. *Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's Global Associate Data Protection Notice. Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.***

14. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

15. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this Agreement and the Plan. If Grantee has received this Agreement or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

16. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Units are nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code, Grantee's entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but the delivery of the shares of Stock subject to Grantee's Units shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, delivery of the shares of Stock subject to Grantee's Units will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

18. The Award shall be subject to any special terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the special terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

19. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

20. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any shares of Stock acquired under the Plan, to the extent the Company determines in its sole discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

21. Notwithstanding any other provision of the Plan or this Agreement to the contrary, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award prior to the completion of any registration or qualification of the shares of Stock under any local, state, federal or foreign

securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its sole discretion, deem necessary or advisable. Grantee understands that the Company is under no obligation to register or qualify the shares of Stock with the SEC or any local, state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Stock. Further, Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

22. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

23. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Awards) or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

24. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

25. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Ruchi Kulhari  
Senior Vice President and Chief Human Resources Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby accept my Profit-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and the amended terms and provisions set forth in the attached addendum, the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, and that I agree to be bound thereby and by the actions of the Compensation and Human Resources Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby reject my Profit-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and the amended terms and provisions set forth in the attached addendum, the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

## UNISYS CORPORATION

**2024 Long-Term Incentive and Equity Compensation Plan  
Profit-Based Cash Award Agreement**

Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or Grantee's relevant Cash Award Agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (the "Addendum"), the "Agreement").

All of the Cash Awards granted under the Agreement are Profit-Based Cash.

**[YEAR 1] Profit-Based Cash Award Agreement**

Profit-Based Cash Awards will vest and be payable in cash only if financial performance goals for [YEAR 1], [YEAR 1]-[YEAR 2], and [YEAR 1]-[YEAR 3] established by the Compensation and Human Resources Committee of the Board of Directors of the Company ("Performance Goals") are achieved. Performance Goals<sup>1</sup> consist of non-GAAP operating profit.<sup>2</sup> One third of the target dollar value (i.e., the Target Payment set forth in the Agreement) is based on performance in [YEAR 1], [YEAR 1]-[YEAR 2] cumulative, and [YEAR 1]-[YEAR 3] cumulative respectively. Threshold, target and maximum performance levels have been set for each goal. The Profit-Based Cash Award will be earned and converted into dollar values at rates ranging from 50% of target (if performance is at threshold level) to 100% of target (if performance is at target level) to 200% of target (if performance is at or above maximum level) and vest as indicated below. If the Company's performance with respect to a metric is below the threshold level, no Profit-Based Cash Award will be earned in respect of that performance measure. See the table below.

**The targets listed below are Company Confidential and information regarding actual performance against these targets may be deemed as material non-public information as defined in the Company's Insider Trading Policy.**

**[YEAR 1] Profit-Based Cash Vesting Schedule**

Performance Basis	Award	Vesting and Settlement Dates <sup>1</sup>	Performance Level for Profit-Based Cash	Profit-Based Cash Vesting Metric: Non-GAAP Operating Profit <sup>(2)</sup> (\$M)	Rate Applied to Target Dollar Value <sup>(3)</sup>
[YEAR 1]	1/3 of the target cash	Earned based on [YEAR 1] performance with vesting on the first anniversary of grant	Threshold		50% of Target
			Target		100% of Target
			Maximum		200% of Target
[YEAR 1]-[YEAR 2]	1/3 of the target cash	Earned based on [YEAR 1]-[YEAR 2] performance with vesting on the second anniversary of grant	Threshold		50% of Target
			Target		100% of Target
			Maximum		200% of Target
[YEAR 1]-[YEAR 3]	1/3 of the target cash	Earned based on [YEAR 1]-[YEAR 3] performance with vesting on the third anniversary of grant	Threshold		50% of Target
			Target		100% of Target
			Maximum		200% of Target

(1) Earned based on performance with vesting/settlement on the anniversary of the grant or the date the Committee has certified achievement of performance goals, if later.

(2) **Non-GAAP Operating Profit:** GAAP Operating Profit includes pretax post-retirement expense, pretax charges in connection with cost-reduction activities, non-operational legal reserves, loss on debt exchange transactions and other non-operational income/expense. Non-GAAP operating profit excludes these items. Non-GAAP Operating Profit is subject to adjustment by the Chief Executive Officer and the Compensation and Human Resources Committee of the Board for special items related to discontinued operations, reorganizations, restructurings or significant non-operational items.

(3) Profit-Based Cash values at performance goal levels between threshold and target and between target and maximum will be interpolated on a straight-line basis.

**UNISYS CORPORATION**

**2024 Long-Term Incentive and Equity Compensation Plan**

**Profit-Based Cash Award Agreement**

Title 42 USC § 12102 – Definition of Disability:

(1) **DISABILITY.** The term "disability" means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) **MAJOR LIFE ACTIVITIES**

(A) **In general**

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) **Major bodily functions**

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) **REGARDED AS HAVING SUCH AN IMPAIRMENT:** For purposes of paragraph (1)(C):

(A) An individual meets the requirement of "being regarded as having such an impairment" if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**

**Addendum**

This Addendum (this "Addendum") to the Profit-Based Cash Award Agreement (the "Agreement") between the Company and the Grantee for the profit-based cash award (the "Award") granted during 2024 amends and modifies certain of the terms of the Agreement. All capitalized terms used and not defined in this Addendum have the meanings set forth in the Plan and/or the Agreement.

Notwithstanding anything to the contrary in the Agreement, including without limitation Sections 1, 4, 5, 6 or 10 of the Agreement, the parties agree that if, prior to a Change in Control, (x) Grantee's employment by the Company is terminated after Grantee has reached age 65, (y) such termination is either by the Company other than for Cause or by Grantee with Good Reason and (z) at the time of such termination the Company has reached a written agreement with a successor to Grantee to serve as Chief Executive Officer of the Company, then, subject to Grantee having executed and not revoked a general release of claims in favor of the Company, any portion of the Award awarded under the Agreement that remains outstanding and unvested as of the date of Grantee's termination of employment by the Company shall remain outstanding and continue to be eligible to vest as if Grantee remained employed by the Company through the applicable vesting date, with the value of the Award, if any, that becomes vested based on the level of achievement of the performance goals over the relevant measurement period as set forth in the Vesting Schedule set forth in Appendix A to the Agreement.

For the avoidance of doubt, to the extent the terms contained in this Addendum conflict with the terms contained in the Agreement, the terms contained in this Addendum shall prevail.

**Exhibit 10.22**

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**  
**TSR-Based Cash Award Agreement**

**In order for the Award provided hereunder to become effective , this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.**

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation (the "Company"), hereby grants to the grantee named below ("Grantee") a TSR-based cash award (the "Award") in accordance with Section 10 of the Plan. Each Award represents an obligation of the Company to make a cash payment to Grantee on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A, Appendix B, and any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), for each Award that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement). Unless otherwise provided in the Addendum, the Award is payable in cash in USD into a brokerage account set up for Grantee in the United States.

Grantee: #ParticipantName#

Target Payment #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Schedule: The Vesting Schedule is set forth in Appendix A to this Agreement.

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan. The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 25 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 25 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.
3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.
4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5 and 6 of this Agreement, all Awards granted under this Agreement that have not vested will be forfeited and all rights of Grantee with respect to such Awards will terminate without any payment by the Company upon termination of

employment or service by Grantee or by the Employer prior to the applicable vesting date for such Awards, as set forth in Appendix A (each, a "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix B to this Agreement), any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Payment amount. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 28(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix B to this Agreement.

6. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control either (i) involuntarily by the Employer other than for Cause, or (ii) by Grantee for Good Reason, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 15(b) of the Plan. This paragraph 6 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

7. Each payment that may become due hereunder shall be made only in cash. Except as otherwise provided in paragraph 17, such payment will be made to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

8. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 9 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 9 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

9. The greatest assets of Unisys<sup>1</sup> are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

9.1 Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys with whom Grantee worked to terminate his or her employment with Unisys, except as directed by Unisys; (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was

For purposes of this paragraph 9, the term "Unisys" shall include the Company and all of its subsidiaries.

assigned at any time during the eighteen months prior to leaving Unisys; or (c) perform services for any Unisys customer or, where allowed by law, prospective customer, of the type Grantee provided while employed by Unisys for any Unisys customer or, where allowed by law, prospective customer for which Grantee worked at any time during the eighteen months prior to leaving Unisys. Grantee acknowledges that by performing services for such customers, it is diverting business opportunities from Unisys.

9.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

9.3 Grantee agrees that Unisys shall be entitled to seek preliminary and permanent injunctive relief, in the event of a breach or threatened breach of any of the covenants contained in this paragraph 10.

9.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

9.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service or any changes in Grantee's title, job duties or compensation, and may not be modified or amended except by a writing executed by Grantee and the Chair of the Board of the Company.

9.6 Grantee agrees, after having the opportunity to take legal advice and having regard to all the circumstances, that the restrictions in Section 10.1 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of Unisys and the legitimate commercial interests of Unisys and that they do not unreasonably impose limitations on Grantee's ability to earn a living. Unisys and Grantee agree that: (a) each restriction in Section 10.1 shall be read and construed independently of the other restrictions in that section so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining Restrictions shall not be affected; and (b) if any restriction in Section 10.1 is found to be void but would be valid and enforceable if some part of it were deleted or reformed, the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

9.7 Grantee agrees that the benefits received under this Agreement is adequate consideration, sufficient to make the covenants in Section 10 immediately binding and enforceable against Grantee. Grantee

understands that the restrictions in Section 10.1 is limited in geographic scope to the United States and any other country in which the Company is engaged in business (or actively planning to engage in business) at the time Grantee's employment with Unisys ends.

9.8 Grantee understands that they have a right to consult with an attorney regarding the Agreement and that they were advised by the Company to do so. Grantee also acknowledges that they received the Agreement at least fourteen (14) days before Participant is required to sign the Agreement.

9.9 Nothing in this Agreement prohibits Grantee from (i) opposing an event or conduct that Grantee reasonably believes is a violation of law, including criminal conduct, discrimination, harassment, retaliation, a safety or health violation, or other unlawful employment practices (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise); or (iii) reporting such an event or conduct to Grantee's attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, or the state or local human rights agency), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Conduct"). Further, nothing requires notice to or approval from the Company before engaging in such Protected Conduct.

10. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units even if restricted stock units have been granted in the past; (iii) all decisions with respect to future awards of restricted stock units, if any, will be at the sole discretion of the Committee or its designee; (iv) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (v) Grantee's participation in the Plan is voluntary; (vi) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (vii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation; (viii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (ix) unless otherwise agreed with the Company, the Award and the shares of Stock subject to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (x) the future value of the underlying shares of Stock is unknown, indeterminable, and cannot be predicted with certainty; (xi) if Grantee accepts the Award and obtains shares of Stock, the value of those shares of Stock acquired upon vesting may increase or decrease in value; (xii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); (xiii) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any

entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xiv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award or the subsequent sale of any shares of Stock acquired upon settlement; and (xv) in the event the Company is required to prepare an accounting restatement, the Award, the shares of Stock subject to the Award and proceeds from a sale of such shares may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, including the Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation, but provided such forfeiture or recoupment is permitted under applicable law.

11. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan or Grantee's acquisition or sale of the underlying shares of Stock. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

12. Regardless of any action the Company or the Employer takes with respect to any or all income tax, employment tax, social insurance, social security, national insurance contribution, payroll tax, contributions, levies payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Award, the issuance of shares of Stock upon settlement of the Award, the subsequent sale of the shares of Stock acquired pursuant to such issuance and the receipt of any dividends or other distributions; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer; (2) withholding from proceeds of the sale of shares of Stock acquired upon vesting or settlement of the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization without further consent); or (3) withholding in shares of Stock to be issued upon vesting or settlement of the Award. Notwithstanding the foregoing, if Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold by means of mandatory withholding of shares in Stock to be issued upon vesting or settlement of the Award, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case the Company shall use one of the other methods described above under (1) and (2) to satisfy the Company's and/or Employer's withholding obligation.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

Finally, within ninety (90) days of any tax liability arising, Grantee shall pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan or Grantee's receipt of shares of Stock that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock or proceeds of the sale of shares of Stock in settlement of the vested Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

**13. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's Global Associate Data Protection Notice. Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.**

**14.** If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

**15.** Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this Agreement and the Plan. If Grantee has received this Agreement or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

16. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Units are nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code, Grantee's entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but the delivery of the shares of Stock subject to Grantee's Units shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, delivery of the shares of Stock subject to Grantee's Units will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

18. The Award shall be subject to any special terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the special terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

19. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

20. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any shares of Stock acquired under the Plan, to the extent the Company determines in its sole discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

21. Notwithstanding any other provision of the Plan or this Agreement to the contrary, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award prior to the completion of any registration or qualification of the shares of Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its sole discretion, deem necessary or advisable. Grantee understands that the Company is under no obligation to register or qualify the shares of Stock with the SEC or any local, state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Stock. Further, Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

22. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

23. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Awards) or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

24. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

25. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Ruchi Kulhari  
Senior Vice President and Chief Human Resources Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby accept my TSR-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, and that I agree to be bound thereby and by the actions of the Compensation Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby reject my TSR-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

## UNISYS CORPORATION

**2024 Long-Term Incentive and Equity Compensation Plan**  
**TSR-Based Cash Award Agreement**

Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or Grantee's relevant Cash Award Agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (the "Addendum"), the "Agreement").

All of the Cash Awards granted under the Agreement are TSR-Based Cash.

**[YEAR 1] (TSR-Based Cash) Metric and Performance Determination**

The TSR-Based Cash vesting metric will be Relative Total Shareholder Return (rTSR) compared to the Russell 2000 Index inclusive of dividends and stock splits ("Russell 2000") using a 30-trading day closing average to determine beginning and ending stock prices for each vesting tranche.

The rTSR will be measured from a percentile positioning perspective among the constituent companies of the Russell 2000 Index using the following payout schedule. The list of companies included are based on those in the Russell 2000 Index at the start of the performance period. Any companies that are either bankrupt or experience a merger/acquisition event during the performance period will be removed when determining final ranking results, unless such company is the surviving entity in a merger/acquisition and such company was a constituent of the index at the start of the performance period.

Relative TSR Positioning	Ranking	Achievement
Threshold	25 <sup>th</sup> Percentile	50% of Target
Target	55 <sup>th</sup> Percentile	100% of Target
Maximum	80 <sup>th</sup> Percentile	200% of Target

There will be no payout if below Threshold for the respective vesting tranche.

Greater than 80<sup>th</sup> percentile will be capped at 200% of target.

Results between Threshold-Target and Target-Maximum will be interpolated.

The payout percentage is capped at 100% of Target if Unisys's absolute TSR is negative over any of the vesting tranches tied to respective performance periods.

**[YEAR 1] TSR-Based Cash Vesting Schedule**

<b>Performance Basis</b>	<b>Award</b>	<b>Vesting and Settlement Dates<sup>1</sup></b>
[YEAR 1]	1/3 of the target cash	Earned based on [YEAR 1] rTSR with vesting on the first anniversary of grant
[YEAR 1]-[YEAR 2]	1/3 of the target cash	Earned based on [YEAR 1]-[YEAR 2] rTSR with vesting on the second anniversary of grant
[YEAR 1]-[YEAR 3]	1/3 of the target cash	Earned based on [YEAR 1]-[YEAR 3] rTSR with vesting on the third anniversary of grant

<sup>1</sup>Vesting based on rTSR on the anniversary of grant or the date the Committee has certified achievement of goals, if later.

**UNISYS CORPORATION**

**2024 Long-Term Incentive and Equity Compensation Plan**

**TSR-Based Cash Award Agreement**

Title 42 USC § 12102 – Definition of Disability:

(1) **DISABILITY.** The term "disability" means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) **MAJOR LIFE ACTIVITIES**

(A) **In general**

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) **Major bodily functions**

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) **REGARDED AS HAVING SUCH AN IMPAIRMENT:** For purposes of paragraph (1)(C):

(A) An individual meets the requirement of "being regarded as having such an impairment" if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**

**Addendum**

This Addendum (this "Addendum") to the TSR-Cash Award Agreement (the "Agreement") between the Company and the Grantee for an award of Restricted Stock Units granted during 2024 amends and modifies certain of the terms of the Agreement. All capitalized terms used and not defined in this Addendum have the meanings set forth in the Plan and/or the Agreement.

Notwithstanding anything to the contrary in the Agreement, including without limitation Sections 1, 4, 5, 6 or 10 of the Agreement, the parties agree that if, prior to a Change in Control, (x) Grantee's employment by the Company is terminated after Grantee has reached age 65, (y) such termination is either by the Company other than for Cause or by Grantee with Good Reason and (z) at the time of such termination the Company has reached a written agreement with a successor to Grantee to serve as Chief Executive Officer of the Company, then, subject to Grantee having executed and not revoked a general release of claims in favor of the Company, any Restricted Stock Units awarded under the Agreement that remain outstanding and unvested as of the date of Grantee's termination of employment by the Company shall remain outstanding and continue to be eligible to vest as if Grantee remained employed by the Company through the applicable vesting date, with the number of Restricted Stock Units, if any, that becomes vested based on the level of achievement of the performance goals over the relevant measurement period as set forth in the Vesting Schedule set forth in Appendix A to the Agreement.

For the avoidance of doubt, to the extent the terms contained in this Addendum conflict with the terms contained in the Agreement, the terms contained in this Addendum shall prevail.

**Exhibit 10.23**

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**  
**Restricted Stock Unit Agreement**

In order for the Award provided hereunder to become effective , this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation (the "Company"), hereby grants to the grantee named below ("Grantee") an award (the "Award") of restricted stock units in accordance with Section 8 of the Plan. Each restricted stock unit (hereinafter referred to as a "Restricted Stock Unit" or "Unit") represents an obligation of the Company to pay to Grantee one share of the Common Stock, par value \$0.01 per share, of the Company (the "Stock") on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A and the amended terms and provisions set forth in the attached addendum, the "Agreement"), for each Unit that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement).

Grantee: #ParticipantName#

Total Number of Stock  
Units Awarded: #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Schedule/Units Vested: The number of shares granted will vest 1/3 on each of the next three anniversaries of the Date of Grant

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan.

The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 25 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 25 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.
3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.
4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5 and 6 of this Agreement, all Restricted Stock Units awarded under this Agreement that have not vested will be forfeited

and all rights of Grantee with respect to such Units will terminate without any payment by the Company upon termination of employment or service by Grantee or by the Employer prior to the applicable vesting date for such Units, as set forth in this Agreement (each, a "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix A to this Agreement), any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 28(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix A to this Agreement.

6. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control either (i) involuntarily by the Employer other than for Cause, or (ii) by Grantee for Good Reason, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 15(b) of the Plan. This paragraph 6 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

7. Each payment that may become due hereunder shall be made only in shares of Stock, unless otherwise provided in this Agreement. Except as otherwise provided in paragraph 17, such shares will be issued to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

8. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 9 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 9 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

9. The greatest assets of Unisys<sup>1</sup> are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

9.1 Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys with whom Grantee worked to terminate his or her employment with Unisys, except as directed by Unisys; (b) directly

For purposes of this paragraph 9, the term "Unisys" shall include the Company and all of its subsidiaries.

---

or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys; or (c) perform services for any Unisys customer or, where allowed by law, prospective customer, of the type Grantee provided while employed by Unisys for any Unisys customer or, where allowed by law, prospective customer for which Grantee worked at any time during the eighteen months prior to leaving Unisys. Grantee acknowledges that by performing services for such customers, it is diverting business opportunities from Unisys.

9.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

9.3 Grantee agrees that Unisys shall be entitled to seek preliminary and permanent injunctive relief, in the event of a breach or threatened breach of any of the covenants contained in this paragraph 10.

9.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

9.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service or any changes in Grantee's title, job duties or compensation, and may not be modified or amended except by a writing executed by Grantee and the Chair of the Board of the Company.

9.6 Grantee agrees, after having the opportunity to take legal advice and having regard to all the circumstances, that the restrictions in Section 10.1 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of Unisys and the legitimate commercial interests of Unisys and that they do not unreasonably impose limitations on Grantee's ability to earn a living. Unisys and Grantee agree that: (a) each restriction in Section 10.1 shall be read and construed independently of the other restrictions in that section so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining Restrictions shall not be affected; and (b) if any restriction in Section 10.1 is found to be void but would be valid and enforceable if some part of it were deleted or reformed, the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

---

9.7 Grantee agrees that the benefits received under this Agreement is adequate consideration, sufficient to make the covenants in Section 10 immediately binding and enforceable against Grantee. Grantee understands that the restrictions in Section 10.1 is limited in geographic scope to the United States and any other country in which the Company is engaged in business (or actively planning to engage in business) at the time Grantee's employment with Unisys ends.

9.8 Grantee understands that they have a right to consult with an attorney regarding the Agreement and that they were advised by the Company to do so. Grantee also acknowledges that they received the Agreement at least fourteen (14) days before Participant is required to sign the Agreement.

9.9 Nothing in this Agreement prohibits Grantee from (i) opposing an event or conduct that Grantee reasonably believes is a violation of law, including criminal conduct, discrimination, harassment, retaliation, a safety or health violation, or other unlawful employment practices (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise); or (iii) reporting such an event or conduct to Grantee's attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, or the state or local human rights agency), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Conduct"). Further, nothing requires notice to or approval from the Company before engaging in such Protected Conduct.

10. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units even if restricted stock units have been granted in the past; (iii) all decisions with respect to future awards of restricted stock units, if any, will be at the sole discretion of the Committee or its designee; (iv) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (v) Grantee's participation in the Plan is voluntary; (vi) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (vii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation; (viii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (ix) unless otherwise agreed with the Company, the Award and the shares of Stock subject to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (x) the future value of the underlying shares of Stock is unknown, indeterminable, and cannot be predicted with certainty; (xi) if Grantee accepts the Award and obtains shares of Stock, the value of those shares of Stock acquired upon vesting may increase or decrease in value; (xii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); (xiii) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a

---

merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xiv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award or the subsequent sale of any shares of Stock acquired upon settlement; and (xv) in the event the Company is required to prepare an accounting restatement, the Award, the shares of Stock subject to the Award and proceeds from a sale of such shares may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, including the Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation, but provided such forfeiture or recoupment is permitted under applicable law.

11. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan or Grantee's acquisition or sale of the underlying shares of Stock. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

12. Regardless of any action the Company or the Employer takes with respect to any or all income tax, employment tax, social insurance, social security, national insurance contribution, payroll tax, contributions, levies payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Award, the issuance of shares of Stock upon settlement of the Award, the subsequent sale of the shares of Stock acquired pursuant to such issuance and the receipt of any dividends or other distributions; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer; (2) withholding from proceeds of the sale of shares of Stock acquired upon vesting or settlement of the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization without further consent); or (3) withholding in shares of Stock to be issued upon vesting or settlement of the Award. Notwithstanding the foregoing, if Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold by means of mandatory withholding of shares in Stock to be issued upon vesting or settlement of the Award, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case the Company shall use one of the other methods described above under (1) and (2) to satisfy the Company's and/or Employer's withholding obligation.

---

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

Finally, within ninety (90) days of any tax liability arising, Grantee shall pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan or Grantee's receipt of shares of Stock that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock or proceeds of the sale of shares of Stock in settlement of the vested Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

**13. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's Global Associate Data Protection Notice. Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.**

**14.** If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

**15.** Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this Agreement and the Plan. If Grantee has received this Agreement or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

---

16. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Units are nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code, Grantee's entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but the delivery of the shares of Stock subject to Grantee's Units shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, delivery of the shares of Stock subject to Grantee's Units will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

18. The Award shall be subject to any special terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the special terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

19. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

20. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any shares of Stock acquired under the Plan, to the extent the Company determines in its sole discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

---

21. Notwithstanding any other provision of the Plan or this Agreement to the contrary, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award prior to the completion of any registration or qualification of the shares of Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its sole discretion, deem necessary or advisable. Grantee understands that the Company is under no obligation to register or qualify the shares of Stock with the SEC or any local, state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Stock. Further, Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

22. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

23. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Awards) or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

24. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

25. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

---

UNISYS CORPORATION

Ruchi Kulhari  
Senior Vice President and Chief Human Resources Officer

---

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby **accept** my Restricted Stock Unit Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A and the amended terms and provisions set forth in the attached addendum, the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, and that I agree to be bound thereby and by the actions of the Compensation and Human Resources Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby **reject** my Restricted Stock Unit Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A and the amended terms and provisions set forth in the attached addendum, the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

**UNISYS CORPORATION**

**2024 Long-Term Incentive and Equity Compensation Plan**  
**Restricted Stock Unit Agreement**

Title 42 USC § 12102 – Definition of Disability:

(1) **DISABILITY.** The term “disability” means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) **MAJOR LIFE ACTIVITIES**

(A) **In general**

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) **Major bodily functions**

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) **REGARDED AS HAVING SUCH AN IMPAIRMENT:** For purposes of paragraph (1)(C):

(A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

---

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**

**Addendum**

This Addendum (this "Addendum") to the Restricted Stock Unit Agreement (the "Agreement") between the Company and the Grantee for an award of Restricted Stock Units granted during 2024 amends and modifies certain of the terms of the Agreement. All capitalized terms used and not defined in this Addendum have the meanings set forth in the Plan and/or the Agreement.

Notwithstanding anything to the contrary in the Agreement, including without limitation Sections 1, 4, 5, 6 or 10 of the Agreement, the parties agree that if, prior to a Change in Control, (x) Grantee's employment by the Company is terminated after Grantee has reached age 65, (y) such termination is either by the Company other than for Cause or by Grantee with Good Reason and (z) at the time of such termination the Company has reached a written agreement with a successor to Grantee to serve as Chief Executive Officer of the Company, then, subject to Grantee having executed and not revoked a general release of claims in favor of the Company, any Restricted Stock Units awarded under the Agreement that remain outstanding and unvested as of the date of Grantee's termination of employment by the Company shall become vested on the date of Grantee's termination of employment by the Company.

For the avoidance of doubt, to the extent the terms contained in this Addendum conflict with the terms contained in the Agreement, the terms contained in this Addendum shall prevail.

**Exhibit 10.24**

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**  
**TSR-Based Restricted Stock Unit Agreement**

**In order for the Award provided hereunder to become effective , this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.**

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation (the "Company"), hereby grants to the grantee named below ("Grantee") an award (the "Award") of restricted stock units in accordance with Section 8 of the Plan. Each restricted stock unit (hereinafter referred to as a "Restricted Stock Unit" or "Unit") represents an obligation of the Company to pay to Grantee up to a maximum of two shares of the Common Stock, par value \$0.01 per share, of the Company (the "Stock") on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A, Appendix B and the amended terms and provisions set forth in the attached addendum, the "Agreement"), for each Unit that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement).

Grantee: #ParticipantName#

Total Number of Stock  
Units Awarded ("Target Number of Units")<sup>1</sup> #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Schedule: The Vesting Schedule is set forth in Appendix A to this Agreement.

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan.

The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 26 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 26 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.
3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.

<sup>1</sup> All Restricted Stock Units subject to this Agreement are Performance-Based Units.

4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5 and 6 of this Agreement, all Restricted Stock Units awarded under this Agreement that have not vested will be forfeited and all rights of Grantee with respect to such Units will terminate without any payment by the Company upon termination of employment or service by Grantee or by the Employer prior to the applicable vesting date for such Units, as set forth in Appendix A (each, a "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix B to this Agreement), any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Number of Units. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 28(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix B to this Agreement.

6. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control either (i) involuntarily by the Employer other than for Cause, or (ii) by Grantee for Good Reason, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 15(b) of the Plan. This paragraph 6 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

7. Each payment that may become due hereunder shall be made only in shares of Stock, unless otherwise provided in this Agreement. Except as otherwise provided in paragraph 17, such shares will be issued to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

8. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 9 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 9 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

9. The greatest assets of Unisys<sup>2</sup> are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

For purposes of this paragraph 9, the term "Unisys" shall include the Company and all of its subsidiaries.

9.1 Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys with whom Grantee worked to terminate his or her employment with Unisys, except as directed by Unisys; (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys; or (c) perform services for any Unisys customer or, where allowed by law, prospective customer, of the type Grantee provided while employed by Unisys for any Unisys customer or, where allowed by law, prospective customer for which Grantee worked at any time during the eighteen months prior to leaving Unisys. Grantee acknowledges that by performing services for such customers, it is diverting business opportunities from Unisys.

9.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

9.3 Grantee agrees that Unisys shall be entitled to seek preliminary and permanent injunctive relief, in the event of a breach or threatened breach of any of the covenants contained in this paragraph 10.

9.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

9.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service or any changes in Grantee's title, job duties or compensation, and may not be modified or amended except by a writing executed by Grantee and the Chair of the Board of the Company.

9.6 Grantee agrees, after having the opportunity to take legal advice and having regard to all the circumstances, that the restrictions in Section 10.1 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of Unisys and the legitimate commercial interests of Unisys and that they do not unreasonably impose limitations on Grantee's ability to earn a living. Unisys and Grantee agree that: (a) each restriction in Section 10.1 shall be read and construed independently of the other restrictions in that section so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining Restrictions shall not be affected; and (b) if any restriction in Section 10.1 is found to be void but would be

valid and enforceable if some part of it were deleted or reformed, the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

9.7 Grantee agrees that the benefits received under this Agreement is adequate consideration, sufficient to make the covenants in Section 10 immediately binding and enforceable against Grantee. Grantee understands that the restrictions in Section 10.1 is limited in geographic scope to the United States and any other country in which the Company is engaged in business (or actively planning to engage in business) at the time Grantee's employment with Unisys ends.

9.8 Grantee understands that they have a right to consult with an attorney regarding the Agreement and that they were advised by the Company to do so. Grantee also acknowledges that they received the Agreement at least fourteen (14) days before Participant is required to sign the Agreement.

9.9 Nothing in this Agreement prohibits Grantee from (i) opposing an event or conduct that Grantee reasonably believes is a violation of law, including criminal conduct, discrimination, harassment, retaliation, a safety or health violation, or other unlawful employment practices (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise); or (iii) reporting such an event or conduct to Grantee's attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, or the state or local human rights agency), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Conduct"). Further, nothing requires notice to or approval from the Company before engaging in such Protected Conduct.

10. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units even if restricted stock units have been granted in the past; (iii) all decisions with respect to future awards of restricted stock units, if any, will be at the sole discretion of the Committee or its designee; (iv) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (v) Grantee's participation in the Plan is voluntary; (vi) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (vii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation; (viii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (ix) unless otherwise agreed with the Company, the Award and the shares of Stock subject to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (x) the future value of the underlying shares of Stock is unknown, indeterminable, and cannot be predicted with certainty; (xi) if Grantee accepts the Award and obtains shares of Stock, the value of those shares of Stock acquired upon vesting may increase or decrease in value; (xii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the

termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); (xiii) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xiv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award or the subsequent sale of any shares of Stock acquired upon settlement; and (xv) in the event the Company is required to prepare an accounting restatement, the Award, the shares of Stock subject to the Award and proceeds from a sale of such shares may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, including the Executive Clawback Policy for Recoupment of Erroneously Awarded Compensation, but provided such forfeiture or recoupment is permitted under applicable law.

11. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan or Grantee's acquisition or sale of the underlying shares of Stock. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

12. Regardless of any action the Company or the Employer takes with respect to any or all income tax, employment tax, social insurance, social security, national insurance contribution, payroll tax, contributions, levies payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Award, the issuance of shares of Stock upon settlement of the Award, the subsequent sale of the shares of Stock acquired pursuant to such issuance and the receipt of any dividends or other distributions; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer; (2) withholding from proceeds of the sale of shares of Stock acquired upon vesting or settlement of the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization without further consent); or (3) withholding in shares of Stock to be issued upon vesting or settlement of the Award. Notwithstanding the foregoing, if Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold by means of mandatory withholding of shares in Stock to be issued upon vesting or settlement of the Award, unless the use of such withholding method is problematic under

applicable tax or securities law or has materially adverse accounting consequences, in which case the Company shall use one of the other methods described above under (1) and (2) to satisfy the Company's and/or Employer's withholding obligation.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

Finally, within ninety (90) days of any tax liability arising, Grantee shall pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan or Grantee's receipt of shares of Stock that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock or proceeds of the sale of shares of Stock in settlement of the vested Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

**13. *Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's Global Associate Data Protection Notice. Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.***

14. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

15. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this

Agreement and the Plan. If Grantee has received this Agreement or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

16. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Units are nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code, Grantee's entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but the delivery of the shares of Stock subject to Grantee's Units shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, delivery of the shares of Stock subject to Grantee's Units will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

18. The Award shall be subject to any special terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the special terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

19. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

20. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any shares of Stock acquired under the Plan, to the extent the Company determines in its sole

discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

21. Notwithstanding any other provision of the Plan or this Agreement to the contrary, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award prior to the completion of any registration or qualification of the shares of Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its sole discretion, deem necessary or advisable. Grantee understands that the Company is under no obligation to register or qualify the shares of Stock with the SEC or any local, state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Stock. Further, Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

22. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

23. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Awards) or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

24. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

25. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Ruchi Kulhari  
Senior Vice President and Chief Human Resources Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby accept my Restricted Stock Unit Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and the amended terms and provisions set forth in the attached addendum, the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan, and that I agree to be bound thereby and by the actions of the Compensation and Human Resources Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby reject my Restricted Stock Unit Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and the amended terms and provisions set forth in the attached addendum, the "Agreement") and the terms and restrictions of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

## APPENDIX A

### UNISYS CORPORATION

#### 2024 Long-Term Incentive and Equity Compensation Plan TSR-Based Restricted Stock Unit Agreement

Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or Grantee's relevant Restricted Stock Unit Agreement (together with Appendix A and the amended terms and provisions set forth in the attached addendum, the "Agreement").

All of the Restricted Stock Units granted under the Agreement are TSR-Based Restricted Stock Units (TSR-RSUs).

#### [YEAR 1] (TSR-Based RSU) Metric and Performance Determination

The TSR-Based RSU vesting metric will be Relative Total Shareholder Return (rTSR) compared to the Russell 2000 Index inclusive of dividends and stock splits ("Russell 2000") using a 30-trading day closing average to determine beginning and ending stock prices for each vesting tranche.

The rTSR will be measured from a percentile positioning perspective among the constituent companies of the Russell 2000 Index using the following payout schedule. The list of companies included are based on those in the Russell 2000 Index at the start of the performance period. Any companies that are either bankrupt or experience a merger/acquisition event during the performance period will be removed when determining final ranking results, unless such company is the surviving entity in a merger/acquisition and such company was a constituent of the index at the start of the performance period.

Relative TSR Positioning	Ranking	Achievement
Threshold	25 <sup>th</sup> Percentile	50% of Target
Target	55 <sup>th</sup> Percentile	100% of Target
Maximum	80 <sup>th</sup> Percentile	200% of Target

There will be no payout if below Threshold for the respective vesting tranche.

Greater than 80<sup>th</sup> percentile will be capped at 200% of target.

Results between Threshold-Target and Target-Maximum will be interpolated.

The payout percentage is capped at 100% of Target if Unisys's absolute TSR is negative over any of the vesting tranches tied to respective performance periods.

**2024 TSR-Based RSUs Vesting Schedule**

<b>Performance Basis</b>	<b>Award</b>	<b>Vesting and Settlement Dates<sup>1</sup></b>
[YEAR 1]	1/3 of the target number of units	Earned based on [YEAR 1] rTSR with vesting on the first anniversary of grant
[YEAR 1]-[YEAR 2]	1/3 of the target number of units	Earned based on [YEAR 1]-[YEAR 2] rTSR with vesting on the second anniversary of grant
[YEAR 1]-[YEAR 3]	1/3 of the target number of units	Earned based on [YEAR 1]-[YEAR 3] rTSR with vesting on the third anniversary of grant

<sup>1</sup>Vesting based on rTSR on the anniversary of grant or the date the Committee has certified achievement of goals, if later.

**UNISYS CORPORATION**

**The Unisys Corporation 2024 Long-Term Incentive and Equity Compensation Plan  
Restricted Stock Unit Agreement**

Title 42 USC § 12102 – Definition of Disability:

(1) **DISABILITY.** The term “disability” means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) **MAJOR LIFE ACTIVITIES**

(A) **In general**

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) **Major bodily functions**

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) **REGARDED AS HAVING SUCH AN IMPAIRMENT:** For purposes of paragraph (1)(C):

(A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

**UNISYS CORPORATION**  
**2024 Long-Term Incentive and Equity Compensation Plan**

**Addendum**

This Addendum (this "Addendum") to the TSR-Based Restricted Stock Unit Agreement (the "Agreement") between the Company and the Grantee for an award of Restricted Stock Units granted during 2024 amends and modifies certain of the terms of the Agreement. All capitalized terms used and not defined in this Addendum have the meanings set forth in the Plan and/or the Agreement.

Notwithstanding anything to the contrary in the Agreement, including without limitation Sections 1, 4, 5, 6 or 10 of the Agreement, the parties agree that if, prior to a Change in Control, (x) Grantee's employment by the Company is terminated after Grantee has reached age 65, (y) such termination is either by the Company other than for Cause or by Grantee with Good Reason and (z) at the time of such termination the Company has reached a written agreement with a successor to Grantee to serve as Chief Executive Officer of the Company, then, subject to Grantee having executed and not revoked a general release of claims in favor of the Company, any Restricted Stock Units awarded under the Agreement that remain outstanding and unvested as of the date of Grantee's termination of employment by the Company shall remain outstanding and continue to be eligible to vest as if Grantee remained employed by the Company through the applicable vesting date, with the number of Restricted Stock Units, if any, that becomes vested based on the level of achievement of the performance goals over the relevant measurement period as set forth in the Vesting Schedule set forth in Appendix A to the Agreement.

For the avoidance of doubt, to the extent the terms contained in this Addendum conflict with the terms contained in the Agreement, the terms contained in this Addendum shall prevail.

**Exhibit 10.40**

**TRANSITION AGREEMENT AND GENERAL RELEASE**

This Transition Agreement and General Release ("Release") is entered into between the undersigned and Unisys Corporation ("Company"), who agree as follows:

1. I, Peter Altabef, agree that I have been allowed at least twenty-one (21) days to consider the meaning and effect of this Release and that this Release constitutes written notice that I have been advised to consult with an attorney prior to executing this Release. I acknowledge that my employment with the Company will terminate on March 31, 2025, or such earlier date as determined by the Company (such date, the "Termination Date"). During the period commencing on the date of this Release and ending on the Termination Date (the "Transition Period"), I will remain employed with the Company and will carry out such duties, functions and responsibilities as reasonably requested by the Company, including transitioning my duties, functions and responsibilities to my successor. I understand that I will continue to be eligible to become vested in my outstanding long-term incentive awards which have a vesting date that occurs prior to March 31, 2024. I further understand, that upon my departure, in addition to any benefits to which I am entitled under the Company's plans in accordance with their terms, I will be entitled to receive the benefits applicable upon a termination other than for cause pursuant to my letter agreement with the Company, dated December 12, 2014 and effective as of January 1, 2015 (the "Offer Letter"). In addition, the Company acknowledges that the conditions precedent in my long-term incentive award agreements for restricted stock units beginning in 2022 and later that provide for special vesting terms upon my termination of employment other than for Cause (as defined in the Company's 2023 Long-Term Incentive and Equity Compensation Plan, dated March 24, 2023) have been met, and the Company agrees I will be entitled to any outstanding awards previously granted to me under the Company's long-term incentive plans (including any performance-based awards which will continue to vest based on actual performance other than the 2023 Performance Restricted Stock Unit award granted to me in May 2023, which will remain outstanding for so long as I remain in service to the Company). I acknowledge that, separate and apart from any benefits provided pursuant to this Release, I am not entitled to any payments, bonuses, incentives or other benefits of any kind from the Company.
2. I acknowledge that I have seven (7) days from the day I sign this Release to revoke my acceptance of this Release and this Release shall not become effective or enforceable until this revocation period has expired and I have reconfirmed this Release upon the Termination Date as described in Paragraph 11 below.
3. In consideration of the Release set forth in Paragraph 9 below, and subject to confirmation of this Release as described in Paragraph 11 below, the Company agrees that to pay or provide all payments to be made and benefits to be provided pursuant to Paragraph 7(b) of the Offer Letter, including: (i) an amount equal to two times the sum of (A) my annual base salary (as of the Termination Date) and my (B) target bonus amount under the 2023 Executive Variable Compensation Plan (as in effect on my Termination Date), payable in a lump sum in cash within thirty (30) days of the Termination Date, (ii) an amount equal to the difference between the monthly rate for continuation coverage for me, my spouse and my eligible dependents under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and the monthly active employee contribution rate for the same type of coverage elected by me under COBRA, payable in monthly installments for up to twenty-four (24) months following the Termination Date and (iii) other benefits generally available to executive officers of the Company upon termination of employment in accordance with their normal terms (other than any severance or income assistance plan generally available to employees of the Company), in each case, subject to the terms of the Offer Letter. Notwithstanding the foregoing, I acknowledge that I will not be entitled to receive any of these amounts or benefits if I voluntarily resign except for Good Reason (as defined in the Offer Letter) prior to the Termination Date or otherwise breach the terms of this Release (including, for the avoidance of doubt, any restrictive covenants referenced in Paragraph 5 below).
4. I acknowledge that all amounts payable pursuant to this Release are subject to applicable tax withholdings. In addition, I acknowledge that I am solely responsible for all taxes that may result from my receipt of the

amounts payable and benefits to be provided to me under this Release. I acknowledge that neither the Company nor any of its affiliates makes or has made any representation, warranty or guarantee of any federal, state or local tax consequences to me of my receipt of any payment or benefit hereunder, including, but not limited to, under Section 409A of the Internal Revenue Code of 1986, as amended.

5. I agree to comply with the restrictive covenants and other agreements set forth in the Offer Letter, including but not limited to those set forth in Paragraph 8 thereof, and all other written restrictive covenants and agreements with the Company, which, in each case, shall remain in full force and effect during the Transition Period and following the Termination Date.
6. Subject to Paragraph 7 below, I agree to cooperate fully with the Company in connection with any matter arising out of or related to my former employment, including in connection with any investigation (whether internal or otherwise), government inquiry, threatened litigation, or filed litigation involving the Company, including if I am called on by the Company to assist; to provide evidence; or to testify in any manner. If requested by the Company, I agree to be present and participate in the trial of any such matter. I will, to the extent permitted by applicable law, be reimbursed for my reasonable costs and expenses for any time spent assisting the Company in this regard.
7. I acknowledge that nothing in this Release or in the agreements referenced in Paragraph 5 above or otherwise restricts or prohibits me from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the U.S. Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. This Release does not limit my right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. I do not need the prior authorization of the Company to engage in conduct protected by this Paragraph 7, and I do not need to notify the Company that I have engaged in such conduct. I agree that, in connection with any such activity outlined above, I will inform the Regulators, my attorney, a court or a government official that the information I am providing is confidential. I further agree that Unisys does not waive any applicable privileges or the right to continue to protect its privileged attorney-client information, attorney work product, and other privileged information.
8. I acknowledge that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.
9. In consideration for the payments to me by the Company under this Release and other good and valuable consideration, which I acknowledge are adequate and satisfactory to me, and intending to be legally bound, I knowingly and voluntarily hereby release the Company, its stockholders, directors, officers, employees, agents, benefit plans, attorneys, affiliates, parents, subsidiaries, predecessors, successors, assigns, and all persons acting by, through, under or in concert with any of them (collectively, "Released Parties"), from any and all rights and claims, known or unknown, that I may have now or in the future may arise based on, arising out of or relating to my employment with the Company or the termination thereof for any and all reasons. Said release includes, but is not limited to, any rights or claims which I may have against any of the Released Parties based upon Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended, the Civil Rights Act of 1866, 42 U.S.C. § 1981, as amended (including, but not limited to, 42 U.S.C. § 1981a), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended, the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., as amended, including the Older Workers Benefit Protection Act ("OWBPA"); the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., as amended (save for claims for vested pension benefits which are expressly exempted from this Release), the Family Medical Leave Act, 29 U.S.C. § 2601 et seq., as amended, the Texas Labor Code

and the Pennsylvania Human Relations Act, and any other federal, state or local law or regulation which prohibits employment discrimination or which otherwise regulates employment terms and conditions. I also release each of the Released Parties from any claim for wrongful discharge, unfair treatment, breach of express or implied contract, or any other claims arising under common law that relate in any way to my employment or the termination thereof. Notwithstanding the foregoing, I am not releasing (i) any claims for unemployment or workers' compensation benefits, (ii) any claims for indemnification under the Company's certificate of incorporation or bylaws, or under Paragraph 10 of the Offer Letter (to the extent such claims arise out of any actions taken in the performance of my duties and responsibilities as Chief Executive Officer of the Company), and/or directors & officers liability insurance coverage, (iii) any claims for benefits under any employee benefit plan of the Company or its affiliates, (iv) claims arising after the date on which I sign this Release, or (v) claims that are not otherwise waivable under applicable law.

10. In the event that, any one or more provisions (or portion thereof) of this Release is held to be invalid, unlawful or unenforceable for any reason, the invalid, unlawful or unenforceable provision (or portion thereof) shall be construed or modified so as to provide the Released Parties with the maximum protection that is valid, lawful and enforceable, consistent with my intent in entering into this Release. If such provision (or portion thereof) cannot be construed or modified so as to be valid, lawful and enforceable, that provision (or portion thereof) shall be construed as narrowly as possible and shall be severed from the remainder of this Release (or provision), and the remainder shall remain in effect and be construed as broadly as possible, as if such invalid, unlawful or unenforceable provision (or portion thereof) had never been contained in this Release.
11. I acknowledge and agree that the payments under this Release will not be paid unless and until I reconfirm the terms of this Release on the date of my termination of employment.
12. Except for (i) Paragraphs 7(b), 8 and 10 of the Offer Letter, (ii) any documents pertaining to my outstanding long-term incentive awards and (iv) any agreements containing confidentiality, proprietary information, invention, non-competition, non-solicitation or similar obligations I signed during my employment with the Company, which, in each case, remain in full force and effect, this Release supersedes all prior agreements, whether written or oral, between myself and the Company relating to my employment, the termination of my employment and the additional matters provided for herein. The validity, interpretation, construction and performance of this Release shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to the provisions thereof relating to conflicts of laws.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

If you agree to the terms set forth above, please sign and date this Release in the space provided below and return it to me. Should you have any further questions regarding this matter, please do not hesitate to contact me.

Yours truly,

Kristen Prohl  
SVP, General Counsel & Chief Administration Officer

**THE COMPANY HEREBY ADVISES YOU THAT YOU HAVE AT LEAST TWENTY-ONE (21) CALENDAR DAYS TO REVIEW THIS RELEASE AND HEREBY ADVISES YOU TO CONSULT WITH AN ATTORNEY PRIOR TO THE EXECUTION OF THIS RELEASE.**

**YOU AGREE THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS RELEASE DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL AT LEAST TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.**

**HAVING ELECTED TO EXECUTE THIS RELEASE, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION IN ACCORDANCE WITH PARAGRAPH 3 ABOVE, YOU FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS YOU HAVE OR MIGHT HAVE AGAINST RELEASEES AS SET FORTH IN THIS RELEASE.**

I, Peter Altabef, do hereby knowingly and voluntarily enter into this agreement as of the dates set forth below.

Agreed: \_\_\_\_\_ Date: December 5, 2024

Peter Altabef

I, Peter Altabef, do hereby knowingly and voluntarily reaffirm this agreement as of the date set forth below.

Agreed: \_\_\_\_\_ Date: December 5, 2024

Peter Altabef

**Exhibit 10.41**



December 5, 2024  
(Amended January 3, 2025)  
Michael M. Thomson

Dear Mike,  
**CONGRATULATIONS!**

Unisys Corporation ("Unisys") is pleased to offer you promotion to Chief Executive Officer and President. Upon your acceptance of this offer, you will serve as Chief Executive Officer and President of Unisys, effective April 1, 2025 (the "Effective Date"), and report to the Unisys Board of Directors (the "Board"). On and following the Effective Date, you will be entitled to a bi-weekly salary of \$30,601.09, which is equivalent to an \$800,000 annual salary.

On and following the Effective Date, your target incentive under our 2025 Executive Variable Compensation Plan ("2025 EVC") will be increased to 120% of your earned base salary for the year. To the extent permitted by applicable law, you must continue to be actively employed on a full-time basis through the 2025 EVC payout date to be eligible to receive an award. Incentive payouts and participation in the years after 2025 will be determined in accordance with the terms of the executive variable compensation plan then in effect or any other incentive plan for which you may be eligible.

Subject to approval by the Board and the Compensation and Human Resources Committee (the "CHRC"), you will receive a \$3,881,250 long-term incentive (LTI) target award under the 2024 Unisys Corporation Long-Term Incentive and Equity Compensation Plan at the next annual grant cycle in February 2025. Vesting occurs pursuant to the terms provided in your respective grant agreement(s) provided you remain an active employee with Unisys. To receive an award, you will receive a notification from the Unisys stock plan administrator requesting your review and acceptance within thirty (30) days of the grant date.

In addition, subject to approval by the Board and the CHRC, you will also be considered to receive a \$3,881,250 annual LTI target award in subsequent years starting in 2026 if long-term incentive compensation is granted by Unisys, subject to similar terms as referenced above.

You will continue to be eligible to participate in Unisys benefits programs generally available to executive officers of Unisys and at such benefit levels appropriate for the Chief Executive Officer in accordance with the terms and conditions of such programs as in effect from time to time.

You shall continue to be entitled to receive severance payments and benefits set forth in that certain letter agreement between Unisys and you, dated September 14, 2019 (the "Executive Severance Letter"), except that effective as of the Effective Date, if you are terminated by Unisys without "cause" or "good reason" (as such terms are defined in the Executive Severance Letter), you shall be entitled to receive (i) two (2) times the sum of your annual base salary and your annual target bonus, payable in substantially equal installments during the twenty-four (24) month period following the date of termination, and (ii) the applicable continuation coverage for any medical, dental and vision benefits as set forth in the Executive Severance Letter shall be provided for a period of twenty-four (24) months.

---

You shall continue to be entitled to receive change of control payments and benefits set forth in that certain employment agreement between Unisys and you, dated December 2, 2015 (the "Change of Control Agreement"), except that effective as of the Effective Date, if, following a change of control, the Company terminates your employment without "cause" or you terminate employment for "good reason" (each as defined in the Change of Control Agreement), you shall be entitled to receive termination benefits as follows: a pro-rated bonus for the year in which the termination occurs (based on the higher of your target bonus prior to the change of control, the highest annual bonus paid in the three years prior to the change of control or the bonus paid after the change of control (the "applicable bonus")), a lump sum payment equal to two and a half times the sum of (1) your annual base salary plus (2) the applicable bonus, outplacement services, continued health benefits for two years following the termination of employment and reimbursement therefore, and other benefits under the Company's plans, including any rights in respect of equity awards.

Unisys is committed to maintaining its competitive position in the employment marketplace. However, it is agreed that neither this letter agreement, nor the maintenance of personnel policies, procedures and benefits, creates a contract of employment. You understand and agree that if you accept this offer, the employment relationship between you and Unisys is entirely voluntary and for no specific period. Therefore, you will remain free at all times to terminate your employment with or without cause or notice. Likewise, Unisys will remain at all times free to terminate the relationship at any time, with or without reason, cause or notice.

You understand and agree that this at will nature of employment is binding upon both you and Unisys and cannot be changed except by an express writing signed by both you and the Board. Unless otherwise set forth herein, the Executive Severance Letter, the Change in Control Agreement and any other agreement between Unisys and you (including, without limitation, any restrictive covenants) shall remain in full force and effect.

Mike, we look forward to you accepting this promotion. Please feel free to contact me at +1.980.428.1311.

Please send a copy of your signed offer documents to [Ruchi.Kulhari@unisys.com](mailto:Ruchi.Kulhari@unisys.com).

Sincerely,

/s/ Ruchi Kulhari

Ruchi Kulhari

Chief Human Resources Officer

CC: Lee D. Roberts

    Nathaniel Davis

    Kristen Prohl

If the conditions of this offer are acceptable to you, please sign the enclosed copy of this letter and attachments.

I have read and accepted the offer as outlined above:

Accepted: \_\_\_\_\_ Date: December 5, 2024  
Michael M. Thomson (Amended January 3, 2025)

## Exhibit 19

Certain personally identifiable information contained in this document has been redacted pursuant to Item 601(b) of Regulation S-K. Redacted information is indicated with the notation "[\*\*\*]".

# Insider Trading Policy

## 1.0 STATEMENT AND PURPOSE

- 1.1 Insider trading laws prohibit trading in securities of a company by a person who is aware of material nonpublic information about the company. These laws also prohibit disclosure of material nonpublic information to others who then trade, commonly called tipping.
- 1.2 Unisys has established this policy to promote compliance with insider trading laws by Unisys and our associates, officers and directors. This policy limits the ability of our associates, officers and directors (and family members sharing their household) to trade in Unisys securities and in some circumstances, the securities of other companies. It also prohibits tipping.
- 1.3 Anyone violating insider trading laws is subject to personal liability and could face civil and criminal penalties. In addition, any person failing to comply with this policy is subject to disciplinary action by Unisys, including termination of employment.

## 2.0 APPLICABILITY

- 2.1 This policy applies to all associates, officers and directors of Unisys Corporation and its subsidiaries during their tenure with Unisys and for six months following their termination.
- 2.2 Securities transactions by family members sharing your household are covered by this policy as if the transactions were for your own account. You are responsible for making sure that your family members do not engage in any transaction that would violate this policy.
- 2.3 Other transactions that you (or a family member sharing your household) have the power to direct or influence are also covered by this policy, as if the transactions were for your own account. This would be the case, for example, if you have the power to direct or influence securities transactions as a partner, shareholder, director or officer of a partnership, corporation or not-for-profit organization, or as a trustee or a trust or executor of an estate.

## 3.0 DEFINITIONS AND SCOPE

- 3.1 If you are aware of "material nonpublic" or "inside" information about Unisys Corporation and its subsidiaries, you are prohibited by this policy and by U.S. securities laws from trading in Unisys's securities or providing that information to others who may trade on the basis of it. In addition, all directors, officers and associates of Unisys have an obligation to keep the company's nonpublic information confidential. Therefore, all individuals within the scope of this policy should refrain from discussing nonpublic information about the company with anyone outside the company, except as required in the performance of regular corporate duties and for legitimate business reasons.

Key terms are defined in the body of the policy.

## 4.0 POLICY

### 4.1 Summary of Restrictions on Trading

- You may not trade while aware of material nonpublic information. (See Section 4.2 for more information.)
- If you are a "key person", you may only trade in Unisys securities during the quarterly trading window and you must have your trade pre-cleared by the Deputy General Counsel or General Counsel. (See Section 4.5 for more information, including who is a key person.)

- Certain Unisys Savings Plan transactions involving the Unisys common stock fund are subject to trading restrictions in this policy. (See Section 4.3 for more information.)
- The exercise of stock options granted under a Unisys stock option plan and simultaneous sale of some or all of the acquired shares is subject to trading restrictions in this policy. (See Section 4.4 for more information.)
- If you are a Unisys Corporation executive officer or director, you are subject to additional restrictions. (See Section 4.7 for more information.)

#### 4.2 No Trading While Aware of Material Nonpublic Information.

4.2.1 You may not purchase or sell Unisys securities, or engage in any other transaction involving Unisys securities (including a gift of company securities to a third party or a transfer of company securities from one account to another account not held in the same legal name), when you are aware of material nonpublic information relating to Unisys. Likewise, if you are aware of material nonpublic information relating to another company due to your employment or association with Unisys, you may not purchase or sell securities of that company or engage in any other transaction involving securities of that company. From time to time, an event may occur that is material to the company and is known by only a few persons. So long as the event remains material and nonpublic, the persons aware of such information may not trade in Unisys securities. The existence of an event-specific trading restriction period will not be announced to the company as a whole and should not be communicated to any other person. Notwithstanding the foregoing, this Policy does not extend to trading in the securities of other companies where such trading is based upon your general knowledge of the industry and its prospects and not specific nonpublic information about Unisys or that company obtained due to your employment or association with Unisys.

4.2.2 Information is “material” if there is a substantial likelihood that a reasonable investor would consider the information important in deciding whether to purchase, sell or hold securities of Unisys or another company. There are no numerical thresholds or rules of thumb that may be used to determine whether information is material. Materiality must be evaluated by reference to all the relevant facts and circumstances. While it is impossible to list all types of information that might be material under particular circumstances, the following types of material nonpublic information are particularly sensitive:

- Earnings information for Unisys or any of its business units
- Significant corporate transactions, such as mergers, acquisitions, divestitures and joint ventures
- Transactions regarding Unisys securities, such as the issuance or redemption of securities
- Significant executive leadership changes
- Gain or loss of a significant customer or contact
- Knowledge of a material cybersecurity incident or breach
- Significant new service or product
- Significant write-down of assets or additions to reserves for bad debts or contingent liabilities
- Bankruptcy, receivership or other liquidity problems

4.2.3 Information is “nonpublic” if it has not been disclosed to the general public and assimilated by the financial markets. Unisys usually discloses information to the public through press releases to a

---

national wire service or filings with the U.S. Securities and Exchange Commission. Information discussed internally is not public, and rumors, even if true, are not public information.

4.2.4 "Security" is defined very broadly by the securities law and includes common stock, preferred stock, derivatives (such as call and put options, forwards, futures and swaps), debt instruments (such as bonds, notes and debentures), and rights to purchase or sell any of the foregoing.

#### 4.3 Unisys Savings Plan

4.3.1 The following transactions in the Unisys savings plan ("savings plan transactions") are subject to the trading rules in Section 4.2 and the key person trading window and pre-clearance rules in Section 4.5: (i) any election to invest associate contributions in the Unisys common stock fund, (ii) any increase in the percentage of total savings plan contributions to be invested in the Unisys common stock fund; and (iii) any transfer of existing fund balances into or out of the Unisys common stock fund. However, if you have an election in place to invest associate contributions in the Unisys stock fund, the periodic contributions pursuant to that pre-existing election are not subject to Section 4.2 or Section 4.5.

#### 4.4 Unisys Stock Options

4.4.1 The following transactions involving stock options granted under a Unisys stock option plan ("stock option transactions") are subject to the trading rules in Section 4.2 and the key person trading window and pre-clearance rules in Section 4.5: (i) the exercise of stock options granted under a Unisys stock option plan and simultaneous sale of some or all of the acquired shares (so called "exercise and sell" or "exercise and sell to cover" transactions), (ii) any other sale of Unisys shares acquired upon the exercise of stock options granted under a Unisys stock option. However, the exercise without a sale of stock options granted under a Unisys stock option plan (so called "exercise and hold" or "exercise and net shares" transactions) is not subject to Section 4.2 or Section 4.5.

#### 4.5 Key Person Trading Window and Pre-Clearance

4.5.1 "Key persons" may purchase and sell Unisys securities, and may engage in other transactions involving Unisys securities (including savings plan transactions (see Section 4.3) and stock option transactions (see Section 4.4), only during a quarterly trading window and with pre-clearance in accordance with the procedures of the Office of the General Counsel (see below in this Section 4.5 for more information on pre-clearance.)

4.5.2 The trading window begins two "trading days" after Unisys Corporation's public release of its quarterly financial results and ends at the close of business two weeks before the end of each fiscal quarter (unless such date is not a trading day, in which case the trading window would close as of the close of business on the immediately preceding trading day). See the example of a trading window below. During a trading window, the other restrictions on trading in this policy apply.

4.5.3 "Key Person" means an individual who falls into any of the following five categories:

- (1) All members of the board of directors of Unisys Corporation;
- (2) All executive officers of Unisys Corporation;
- (3) All associates who report directly to the Chief Executive Officer, Chief Operating Officer or the Chief Financial Officer and their respective direct reports;
- (4) All associates in (a) the Corporate Controller group, (b) Corporate Development, (c) Financial Planning and Analysis (also known as Corporation Operations Analysis), (d)

Investor Relations, (e) the Legal Department, (f) Treasury, (g) Worldwide Tax, and (h) Internal Audit; or  
(5) Other associates as the General Counsel may from time to time designate.

4.5.4 "Trading day" means a day on which the New York State Exchange is open for trading.

4.5.4.1 *Example of a trading window.* If Unisys releases its second quarter (ending June 30) financial results on Monday, July 25 after the close of trading on the New York Stock Exchange; the trading window would start on Thursday, July 28 and would continue through Friday, September 9. If the earnings release had occurred before the opening of trading on Monday, July 25, then Monday would count as a trading day and the trading window would start on Wednesday July 27 (the date on which the trading window closes would not change). Of course, for an actual quarter, the trading window will be determined based on the actual time and date of the public release of financial results for that quarter and the date on which the quarter ends.

4.5.5 Key persons must pre-clear all transactions involving Unisys securities with the Deputy General Counsel or the General Counsel in the event the Deputy General Counsel is unavailable. You must complete and submit to the Deputy General Counsel (or General Counsel if applicable), or their designee, the Insider Trading Pre-clearance Request Form. You may not trade in Unisys securities until the Deputy General Counsel (or General Counsel if applicable), or their designee, has pre-cleared the transaction in writing. Pre-clearance of a transaction is valid only on the day of the pre-clearance and for the next five trading days (or until the end of the applicable trading window, if shorter). If you do not execute the transaction within that period, you must re-request pre-clearance if you still wish to engage in the transaction. If your proposed transaction has been pre-cleared, but you become aware of material nonpublic information relating to Unisys prior to executing the transaction, you may not proceed with the transaction. If pre-clearance is denied, you must keep the fact of such denial confidential.

4.5.6 There are no exceptions to this policy, except as specifically noted herein. Transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure), or small transactions, are not excepted from this policy. Securities laws do not recognize any mitigating circumstances, and, in any event, prevent the appearance of an improper transaction must be avoided to preserve the company's reputation for adhering to the highest standards of conduct.

4.5.7 Pre-clearance of a transaction does not constitute legal advice or insulate you from liability and penalties under the securities laws. The ultimate determination of whether you are aware of material nonpublic information must be made by you.

#### 4.6 Certain Prohibited Transactions

4.6.1 You may not at any time engage in derivatives transactions (including without limitation call and put options) relating to Unisys securities; engage in short selling of Unisys securities; or purchase Unisys securities on margin, hold Unisys securities in a margin account, or pledge Unisys securities as collateral. The restrictions in this section do not apply to the exercise of stock options granted under a Unisys stock option plan.

4.6.2 Unisys Corporation will not transact in company securities in violation of securities laws.

#### 4.7 Additional Restrictions on Executive Officers and Directors

4.7.1 Under U.S. law, executive officers and directors of Unisys Corporation may not purchase Unisys equity securities if they have sold such securities within six months, nor may they sell Unisys equity securities if they have purchased such securities within six months (Section 16(b) of the

Securities and Exchange Act of 1934). Before engaging in any transaction involving Unisys securities, executive officers and directors should consult with the General Counsel regarding the Section 16(b) implication of the transaction.

#### 4.8. 10b5-1 Trading Plans

4.8.1 Transactions in Unisys securities pursuant to a trading plan that (i) meets the requirements of Securities and Exchange Commission Rule 10b5-1(c) (a **“10b5-1 trading plan”**) and (ii) is pre-cleared in writing by the General Counsel or their designee, are exempt from the trading rules in Section 4.2 and the key person trading window and pre-clearance rules in Section 4.5. You must contact the General Counsel if you wish to set up a 10b5-1 trading plan, and the General Counsel will inform you of the required processes. You may enter a 10b5-1 trading plan with respect to Unisys securities only at a time when you are permitted to trade in Unisys securities under this policy (i.e., when not in possession of material nonpublic information) and must have a cooling-off period compliant with Rule 10b5-1. Once the plan is adopted, the person must not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the date of the trade. The plan must either specify the amount, pricing and timing of transactions in advance or delegate discretion of these matters to an independent third party.

4.8.2 Notwithstanding any pre-clearance of a 10b5-1 trading plan, Unisys assumes no liability for the consequences of any transaction made pursuant to such plan. Pre-clearance by the General Counsel or their designee for you to enter into a 10b5-1 trading plan will not be deemed confirmation that the 10b5-1 trading plan complies with this policy. It is your responsibility to assure that your 10b5-1 trading plan complies with this policy and applicable law.

#### 4.9 Restrictions on Tipping

4.9.1 You may not disclose material nonpublic information to anyone (including family members and brokers), except as necessary in the performance of your duties to Unisys and in compliance with the Unisys Confidential Information Policy (LEG6.1), or if you are a director of Unisys Corporation, the Unisys Corporation Board of Directors Confidentiality Policy. Tipping also includes making recommendations about trading in Unisys securities at a time when you are aware of material nonpublic information relating to Unisys, which is prohibited by this policy.

### 5.0 ROLES AND RESPONSIBILITIES

5.1 It is your responsibility to comply with insider trading laws and this policy. Please direct any questions you may have regarding this policy to the General Counsel of Unisys Corporation. The General Counsel may designate one or more individuals who may perform the General Counsel's duties under this policy. All references in this policy to the General Counsel mean the General Counsel of Unisys Corporation.

### 6.0 IMPLEMENTATION

6.1 [\*\*\*]

### 7.0 RELATED POLICIES, STANDARDS, GUIDELINES AND REFERENCES

[\*\*\*]

**Exhibit 21****SUBSIDIARIES OF THE REGISTRANT**

Unisys Corporation, the registrant, a Delaware company, has no parent. Pursuant to Item 601(b)(21)(ii) of Regulation S-K, the company has no significant subsidiaries as defined in Rule 1-02(w) of Regulation S-X as of December 31, 2024.

**Exhibit 23.1**

**Consent of Independent Registered Public Accounting Firm**

We have issued our reports dated February 21, 2025, with respect to the consolidated financial statements and internal control over financial reporting, included in the Annual Report of Unisys Corporation on Form 10-K for the year ended December 31, 2024. We consent to the incorporation by reference of said reports in the Registration Statements of Unisys Corporation on Forms S-8 (Nos. 333-231642, 333-271714, 333-279171 and 333-271715).

/s/ Grant Thornton LLP  
Philadelphia, Pennsylvania  
February 21, 2025

**Exhibit 23.2**

**Consent of Independent Registered Public Accounting Firm**

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-231642, 333-271714, 333-271715 and 333-279171) of Unisys Corporation of our report dated March 1, 2023, except for the change in the manner in which the Company accounts for segments discussed in Note 2 to the consolidated financial statements, as to which the date is February 21, 2025, relating to the financial statements and financial statement schedule, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Philadelphia, Pennsylvania

February 21, 2025

## Exhibit 24

POWER OF ATTORNEY  
Unisys Corporation  
Annual Report on Form 10-K  
for the year ended December 31, 2024

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below does hereby make, constitute and appoint PETER A. ALTABEF, DEBRA MCCANN and KRISTEN PROHL, and each one of them severally, such person's true and lawful attorneys-in-fact and agents, for such person and in such person's name, place and stead, to sign the Unisys Corporation Annual Report on Form 10-K for the year ended December 31, 2024, and any and all amendments thereto and to file such Annual Report on Form 10-K and any and all amendments thereto with the Securities and Exchange Commission, and does hereby grant unto such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as said person might or could do in person, hereby ratifying and confirming all that such attorney-in-fact and agents and each of them may lawfully do or cause to be done by virtue hereof.

Dated: February 18, 2025

/s/ Peter A. Altabef

Peter A. Altabef  
Chair and Chief Executive Officer

/s/ Paul E. Martin

Paul E. Martin  
Director

/s/ Nathaniel A. Davis

Nathaniel A. Davis  
Director

/s/ Regina M. Paolillo

Regina M. Paolillo  
Director

/s/ Matthew J. Desch

Matthew J. Desch  
Director

/s/ Troy K. Richardson

Troy K. Richardson  
Director

/s/ Philippe Germond

Philippe Germond  
Director

/s/ Lee D. Roberts

Lee D. Roberts  
Director

/s/ Deborah Lee James

Deborah Lee James  
Director

/s/ Roxanne Taylor

Roxanne Taylor  
Director

/s/ John A. Kitzmacher

John A. Kitzmacher  
Director

## Exhibit 31.1

### CERTIFICATION

I, Peter A. Altabef, certify that:

1. I have reviewed this annual report on Form 10-K of Unisys Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 21, 2025

/s/ Peter A. Altabef

Name:

Peter A. Altabef

Title:

Chair and Chief Executive Officer

## Exhibit 31.2

### CERTIFICATION

I, Debra McCann, certify that:

1. I have reviewed this annual report on Form 10-K of Unisys Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 21, 2025

/s/ Debra McCann

Name:

Debra McCann

Title:

Executive Vice President and Chief Financial Officer

**Exhibit 32.1**

**CERTIFICATION OF PERIODIC REPORT**

I, Peter A. Altabef, Chair and Chief Executive Officer of Unisys Corporation (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

(1) the Annual Report on Form 10-K of the Company for the year ended December 31, 2024 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and

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

Dated: February 21, 2025

*/s/* Peter A. Altabef

\_\_\_\_\_  
Peter A. Altabef

Chair and Chief Executive Officer

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.

**Exhibit 32.2**

CERTIFICATION OF PERIODIC REPORT

I, Debra McCann, Executive Vice President and Chief Financial Officer of Unisys Corporation (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

(1) the Annual Report on Form 10-K of the Company for the year ended December 31, 2024 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and

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

Dated: February 21, 2025

*/s/* Debra McCann

Debra McCann

Executive Vice President and Chief Financial Officer

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.