

---

---

**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 , 2023

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 1-12981

---

**AMETEK, Inc.**

(Exact name of registrant as specified in its charter)

---

Delaware

(State or other jurisdiction of  
incorporation or organization)

1100 Cassatt Road

Berwyn , Pennsylvania

(Address of principal executive offices)

14-1682544

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

19312-1177

(Zip Code)

Registrant's telephone number, including area code: ( 610 ) 647-2121

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

Title of each class

Common Stock, \$0.01 Par Value (voting)

Trading symbol(s)

AME

Name of each exchange on which registered

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, 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 checked="" type="checkbox"/> | Accelerated filer         | <input 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 ☒

The aggregate market value of the voting stock held by non-affiliates of the registrant was approximately \$ 37.3 billion as of June 30, 2023, the last business day of the registrant's most recently completed second fiscal quarter.

The number of shares of the registrant's Common Stock outstanding as of January 31, 2024 was 231,012,685 .

#### Documents Incorporated by Reference

Part III incorporates information by reference from the Proxy Statement for the Annual Meeting of Stockholders on May 7, 2024 .

---

---

---

[Table of Contents](#)

AMETEK, Inc.

2023 Form 10-K Annual Report  
Table of Contents

|  | <b><u>Page</u></b> |
|--|--------------------|
| <b><u>PART I</u></b>   |                    |
| Item 1. <a href="#">Business</a>   | 2                  |
| Item 1A. <a href="#">Risk Factors</a>  | 10                 |
| Item 1B. <a href="#">Unresolved Staff Comments</a>   | 17                 |
| Item 1C. <a href="#">Cybersecurity</a>   | 17                 |
| Item 2. <a href="#">Properties</a>   | 18                 |
| Item 3. <a href="#">Legal Proceedings</a>  | 18                 |
| Item 4. <a href="#">Mine Safety Disclosures</a>  | 18                 |
| <b><u>PART II</u></b>  |                    |
| Item 5. <a href="#">Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</a> | 19                 |
| Item 6. <a href="#">[Reserved]</a>   | 21                 |
| Item 7. <a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>                        | 22                 |
| Item 7A. <a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>  | 31                 |
| Item 8. <a href="#">Financial Statements and Supplementary Data</a>  | 32                 |
| Item 9. <a href="#">Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</a>                         | 78                 |
| Item 9A. <a href="#">Controls and Procedures</a>   | 78                 |
| Item 9B. <a href="#">Other Information</a>   | 78                 |
| Item 9C. <a href="#">Disclosure Regarding Foreign Jurisdictions that Prevent Inspections</a>   | 78                 |
| <b><u>PART III</u></b>   |                    |
| Item 10. <a href="#">Directors, Executive Officers and Corporate Governance</a>  | 79                 |
| Item 11. <a href="#">Executive Compensation</a>  | 79                 |
| Item 12. <a href="#">Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</a>              | 80                 |
| Item 13. <a href="#">Certain Relationships and Related Transactions, and Director Independence</a>                                   | 80                 |
| Item 14. <a href="#">Principal Accountant Fees and Services</a>  | 80                 |
| <b><u>PART IV</u></b>  |                    |
| Item 15. <a href="#">Exhibits and Financial Statement Schedules</a>  | 81                 |
| Item 16. <a href="#">Form 10-K Summary</a>   | 85                 |
| <a href="#">SIGNATURES</a>   | 86                 |

## PART I

### Item 1. Business

#### General Development of Business

AMETEK, Inc. ("AMETEK" or the "Company") is incorporated in Delaware. Its predecessor was originally incorporated in Delaware in 1930 under the name American Machine and Metals, Inc. AMETEK is a leading global manufacturer of electronic instruments and electromechanical devices with operations in North America, Europe, Asia and South America. AMETEK maintains its principal executive offices at 1100 Cassatt Road, Berwyn, Pennsylvania, 19312. Listed on the New York Stock Exchange (symbol: AME), the common stock of AMETEK is a component of the Standard and Poor's 500 and the Russell 1000 Indices.

#### Products and Services

AMETEK's products are marketed and sold worldwide through two operating groups: Electronic Instruments ("EIG") and Electromechanical ("EMG"). Electronic Instruments is a leader in the design and manufacture of advanced instruments for the process, power and industrial, and aerospace markets. Electromechanical is a differentiated supplier of precision motion control solutions, thermal management systems, specialty metals and electrical interconnects. Its end markets include aerospace and defense, medical, automation and other industrial markets.

#### Competitive Strengths

Management believes AMETEK has significant competitive advantages that help strengthen and sustain its market positions. Those advantages include:

*Significant Market Share.* AMETEK maintains significant market share in a number of targeted niche markets through its ability to produce and deliver high-quality, differentiated products at competitive prices. EIG has significant market positions in niche segments of the process, power and industrial, and aerospace markets. EMG holds significant positions in niche segments of the aerospace and defense, automation and medical markets.

*Technological and Development Capabilities.* AMETEK believes it has certain technological advantages over its competitors that allow it to maintain its leading market positions. Historically, the Company has demonstrated an ability to develop innovative new products and solutions that support customer needs. AMETEK has consistently added to its investment in research, development and engineering, and improved its new product development efforts with the adoption of Design for Six Sigma and Value Analysis/Value Engineering methodologies. These have improved the pace and quality of product innovation and resulted in the introduction of a steady stream of new products across all of AMETEK's businesses and aligned with attractive secular growth markets.

*Efficient and Flexible Manufacturing Operations.* Through its Operational Excellence initiatives, AMETEK has established a lean and flexible manufacturing platform for its businesses. In its effort to achieve best-cost manufacturing, AMETEK had operating facilities, as of December 31, 2023, in China, Czechia, Malaysia, Mexico, and Serbia. These facilities offer proximity to customers and provide opportunities for increasing international sales. Acquisitions also have allowed AMETEK to achieve operating synergies by consolidating operations, product lines and distribution channels, benefiting both of AMETEK's operating groups.

*Experienced Management Team.* Another component of AMETEK's success is the strength of its management team and that team's commitment to improving Company performance. AMETEK senior management has extensive industry experience and an average of approximately 25 years of AMETEK service. The management team is focused on delivering strong, consistent and profitable growth, growing

shareholder value, and creating a sustainable future for all stakeholders. Individual performance is tied to financial results through Company-established stock ownership guidelines and equity incentive programs.

## **Business Strategy**

AMETEK is committed to achieving earnings growth through the successful implementation of the AMETEK Growth Model. The goal of that model is double-digit annual percentage growth in sales and earnings per share over the business cycle, strong cash flow generation, and a superior return on total capital. Other financial initiatives have been or may be undertaken, including public and private debt or equity issuance, bank debt refinancing, local financing in certain foreign countries and share repurchases.

AMETEK's Growth Model integrates the four growth strategies of Operational Excellence, Strategic Acquisitions, Global and Market Expansion, and New Product Development with a focus on cash generation and capital deployment.

*Operational Excellence.* Operational Excellence is AMETEK's cornerstone strategy for accelerating growth, improving profit margins and strengthening its competitive position across its businesses. Operational Excellence focuses on initiatives to drive increased organic sales growth, improvements in operating efficiencies and sustainable practices. It emphasizes team building and a participative management culture. AMETEK's Operational Excellence strategies include lean manufacturing, global sourcing, Design for Six Sigma, Value Engineering/Value Analysis, growth kaizens, and digitalization. Each plays an important role in improving efficiency, enhancing the pace and quality of innovation and driving profitable sales growth. Operational Excellence initiatives have yielded lower operating and administrative costs, shortened manufacturing cycle times, resulted in higher cash flow from operations and increased customer satisfaction. They also have played a key role in achieving synergies from newly acquired companies.

*Strategic Acquisitions.* Acquisitions are a key to achieving the goals of the AMETEK Growth Model. Since the beginning of 2019 through December 31, 2023, AMETEK has completed 15 acquisitions with annualized sales totaling approximately \$1.6 billion. AMETEK targets companies that offer a compelling strategic, technical and cultural fit. It seeks to acquire businesses in adjacent markets with complementary products and technologies. It also looks for businesses that provide attractive growth opportunities aligned with strong secular growth themes, often in new and emerging markets. Through these and prior acquisitions, AMETEK's management team has developed considerable skill in identifying, acquiring and integrating new businesses. As it has executed its acquisition strategy, AMETEK's mix of businesses has shifted toward those that are more highly differentiated and, therefore, offer better opportunities for growth and profitability.

*Global & Market Expansion.* AMETEK has historically experienced growth outside the United States, reflecting an expanding international customer base, investments in its global infrastructure and the attractive growth potential of its businesses in overseas markets. While Europe remains its largest overseas market, AMETEK has pursued growth opportunities worldwide, especially in key emerging markets. It has grown sales in Latin America and Asia by strategically building, acquiring and expanding manufacturing facilities. AMETEK also has expanded its sales, service, and engineering capabilities globally. Recently acquired businesses have further added to AMETEK's international presence.

*New Product Development.* New products are essential to AMETEK's long-term growth. As a result, AMETEK has maintained a consistent investment in new product development and engineering. AMETEK's businesses help solve our customers' most complex challenges with differentiated technology solutions. In 2023, AMETEK added to its highly differentiated product portfolio with a range of new products across many of its businesses.

AMETEK focuses on cash generation and capital deployment. AMETEK generates strong cash flow given its asset-light business model and strong operational execution. This cash flow supports AMETEK's capital deployment strategy with its primary focus on strategic, value-enhancing acquisitions. AMETEK is also committed to paying a consistently increasing cash dividend.

Attracting, retaining, and developing talent is critical to the success and sustainability of the AMETEK Growth Model as our employees are responsible for successfully driving these strategies.

## **2023 Overview**

### *Operating Performance*

In 2023, the Company posted record sales, operating income, operating margins, net income, diluted earnings per share, orders, backlog, and operating cash flow. The Company achieved these results from organic sales growth, contributions from recent acquisitions, as well as the Company's Operational Excellence initiatives. See "Results of Operations" in Part II, Item 7 Management's Discussion and Analysis of Financial Condition and Results of Operations for further details.

In 2023, the Company achieved record sales of \$6,597.0 million, an increase of 7.3% from 2022 due to a 4% organic sales increase and a 3% increase from acquisitions. Diluted earnings per share for 2023 were a record \$5.67, an increase of \$0.66 or 13.2%, compared with \$5.01 per diluted share in 2022.

### *Recent Acquisitions*

AMETEK spent \$2,237.9 million in cash, net of cash acquired, to purchase four businesses:

In March 2023, AMETEK acquired Bison Gear & Engineering Corp. ("Bison"), a designer and manufacturer of custom motion control solutions.

In August 2023, AMETEK acquired United Electronic Industries ("UEI"), a designer and manufacturer of high-performance test, measurement, simulation and control solutions.

In October 2023, AMETEK acquired Amplifier Research Corp. ("Amplifier Research"), a leading provider of amplifiers and electromagnetic compatibility testing equipment.

In December 2023, AMETEK acquired Paragon Medical ("Paragon"), a leading provider of highly engineered medical components and instruments.

## **Description of Business**

Described below are the products and markets of each reportable segment:

### **EIG**

EIG is a leader in the design and manufacture of advanced analytical, test and measurement instruments for the process, aerospace, medical, research, power and industrial markets. Its growth is based on the strategies outlined in the AMETEK Growth Model. In many instances, EIG's products differ from or are technologically superior to its competitors' products. EIG has achieved competitive advantage through continued investment in research, development and engineering to develop market-leading products and solutions that serve niche markets. EIG has also has expanded its sales and service capabilities globally to serve its customers.

EIG is a leader in many of the specialized markets it serves. Products supplied to these markets include process control instruments for the life sciences, pharmaceutical, semiconductor, automation, power, food and beverage, oil and gas, and petrochemical industries. It provides a growing range of instruments to the research and laboratory equipment, ultra-precision manufacturing, optics, medical, and test and measurement markets. It is a leader in power quality monitoring and metering, uninterruptible power systems, programmable power equipment, electromagnetic compatibility test equipment, sensors for gas turbines, dashboard instruments for heavy trucks, and instrumentation and controls for the food and beverage industries. EIG supplies the aerospace industry with aircraft

and engine sensors, monitoring systems, embedded computing systems, power supplies, fuel and fluid measurement systems, and data acquisition systems.

In 2023, 48% of EIG's net sales were to customers outside the United States. At December 31, 2023, EIG employed approximately 11,800 people, of whom approximately 800 were covered by collective bargaining agreements. At December 31, 2023, EIG had operating facilities in the United States, the United Kingdom, Germany, Canada, China, Denmark, Finland, France, Switzerland, Argentina, Austria, Serbia, and Mexico. EIG also shares operating facilities with EMG in China and Mexico.

#### *Process and Analytical Instrumentation Markets and Products*

Process and analytical instrumentation sales represented 71% of EIG's 2023 net sales. These businesses include process analyzers, emission monitors and spectrometers; elemental and surface analysis instruments; level, pressure and temperature sensors and transmitters; radiation measurement devices; level measurement devices; precision manufacturing systems; materials- and force-testing instruments; contact and non-contact metrology products; and clinical and educational communication solutions. Among the industries it serves are power generation; pharmaceutical manufacturing; medical and healthcare; research and development; water and waste treatment; renewable energy production, semiconductor manufacturing; natural gas distribution; emissions monitoring, and oil, gas, and petrochemical refining. Its instruments are used for precision measurement in a number of applications, including radiation detection, trace element and materials analysis, nanotechnology research, ultraprecise manufacturing, advanced optical metrology, and test and measurement.

Acquired in September 2022, Navitar is a designer and manufacturer of customized, fully integrated optical imaging systems, components, and software. Navitar's market leading optical components and solutions complement the Company's existing optics portfolio.

#### *Aerospace and Power Instrumentation Markets and Products*

Aerospace and Power Instrumentation sales represented 29% of EIG's 2023 net sales. These businesses produce a wide array of instrumentation, systems and sensors for applications in the aerospace, power and industrial markets.

These businesses produce power monitoring and metering instruments, uninterruptible power supply systems and programmable power supplies used in a wide range of industrial settings. It is a leader in the design and manufacture of power measurement, quality monitoring and event recorders for use in power generation, transmission and distribution. These businesses provide uninterruptible power supply systems, multifunction electric meters, and highly specialized communications equipment for smart grid applications and renewable energy applications. It also offers precision power supplies and power conditioning products, and electrical immunity and EMC test equipment, sensors for electric vehicle testing, gas turbines, dashboard instruments for heavy trucks and other vehicles, and instrumentation and controls for the food and beverage industries.

AMETEK's aerospace products are designed to customer specifications and manufactured to stringent operational and reliability requirements. These products include airborne data systems, turbine engine temperature measurement products, vibration-monitoring systems, cockpit instruments and displays, fuel and fluid measurement products, embedded computing systems, and sensors and switches. AMETEK serves all segments of the commercial and military aerospace market, including commercial airliners, business jets, regional aircraft and helicopters.

AMETEK operates in highly specialized aerospace market segments in which it has proven technological or manufacturing advantages versus its competition. Among its more significant competitive advantages is its 70-year-plus reputation as an established aerospace supplier. AMETEK has long-standing relationships with the world's leading commercial and military aircraft, jet engine and original equipment manufacturers and aerospace system integrators. AMETEK also is a leading provider of spare part sales, repairs and overhaul services to commercial aerospace.

Acquired in October 2023, Amplifier Research is a leading provider of amplifiers and electromagnetic compatibility testing equipment. Amplifier Research's diverse product portfolio complements the Company's existing capabilities in the electromagnetic compatibility testing market.

Acquired in August 2023, UEI is a designer and manufacturer of high-performance test, measurement, simulation and control solutions. UEI's innovative solutions complement the Company's existing testing and data acquisition expertise.

Acquired in October 2022, RTDS is a leading provider of real-time power simulation systems used by utilities, and research and education institutions in the development and testing of the electric power grid and renewable energy applications. RTDS's solutions complement the Company's existing power instruments businesses.

#### *Customers*

EIG is not dependent on any single customer such that the loss of that customer would have a material adverse effect on EIG's operations. Approximately 6% of EIG's 2023 net sales were made to its five largest customers. No single customer comprises more than 2% of net sales.

#### **EMG**

EMG is a leader in the design and manufacture of highly engineered medical components and devices, automation solutions, thermal management systems, specialty metals and electrical interconnects. EMG is a leader in many of the niche markets in which it competes. Products supplied to these markets include single-use and consumable surgical instruments, implantable components, and drug delivery systems used across a wide range of medical applications, advanced precision motion control solutions, which are used in a wide range of automation applications across the medical, semiconductor, aerospace, defense, and food and beverage industries, as well as highly engineered electrical connectors and electronics packaging used in aerospace and defense, medical, and industrial applications.

EMG supplies high-purity powdered metals, strip and foil, specialty clad metals and metal matrix composites. EMG's heat exchangers provide electronic cooling and environmental control for the aerospace and defense and semiconductor industries. EMG's motors are widely used in commercial appliances, food and beverage machines, hydraulic pumps and industrial blowers. Additionally, EMG operates a global network of aviation maintenance, repair and overhaul ("MRO") facilities.

EMG designs and manufactures products that, in many instances, are significantly different from or technologically superior to competitors' products. It has achieved competitive advantage through continued investment in research, development and engineering, efficiency improvements from operational excellence, acquisition synergies and improved supply chain management.

In 2023, 45% of EMG's net sales were to customers outside the United States. At December 31, 2023, EMG employed approximately 10,000 people, of whom approximately 2,100 were covered by collective bargaining agreements. At December 31, 2023, EMG had operating facilities in the United States, the United Kingdom, China, Germany, France, Italy, Poland, Mexico, Serbia, Czechia, Malaysia, and Taiwan.

#### *Automation and Engineered Solutions Markets and Products*

Automation and Engineered Solution sales represented 70% of EMG's 2023 net sales. These businesses produce precision motion control solutions, brushless motors, blowers and pumps, heat exchangers and other electromechanical systems. These products are used in a wide variety of high-precision automation applications, including semiconductor equipment, and laboratory and medical equipment.

AMETEK is a leader in highly engineered single-use and consumable surgical instruments, implantable components and drug delivery systems. Its electrical connectors and electronics packaging are designed specifically for harsh environments and highly customized applications, and are used to protect sensitive devices and mission-critical electronics. In addition, AMETEK is an innovator and market leader in specialized metal powder, strip, wire and bonded products used in medical, aerospace and defense, telecommunications, automotive and general industrial applications.

Acquired in March 2023, Bison is a designer and manufacturer of custom motion control solutions. Bison's engineering expertise and broad product portfolio complement the Company's existing motion control and automation solutions business.

Acquired in December 2023, Paragon is a leading provider of highly engineered medical components and instruments. Paragon's product portfolio includes single-use and consumable surgical instruments and implantable components sold to a diverse blue-chip customer base of leading medical device manufacturers. Paragon expands the Company's presence in the MedTech space and provides access to new market segments with strong growth rates.

#### *Aerospace Markets and Products*

Aerospace sales represented 30% of EMG's 2023 net sales. These businesses produce motor-blower systems and heat exchangers used in thermal management and other applications on a variety of military and commercial aircraft and military ground vehicles. In addition, these businesses provide the commercial and military aerospace industry with third-party MRO services on a global basis with facilities in the United States, Europe and Asia.

#### *Customers*

EMG is not dependent on any single customer such that the loss of that customer would have a material adverse effect on EMG's operations. Approximately 8% of EMG's 2023 net sales were made to its five largest customers. No single customer comprises greater than 2% of net sales.

#### **Marketing**

AMETEK's marketing efforts generally are organized and carried out at the business level. EIG makes use of specialized distributors and sales representatives to market its products along with a direct sales force for its technically sophisticated products. Within aerospace, the specialized customer base of aircraft and jet engine manufacturers is served primarily by direct sales engineers. Given the technical nature of its many products, as well as its significant market share, EMG conducts much of its domestic and international marketing activities through a direct sales force and makes some use of sales representatives and distributors, both in the United States and in other countries.

#### **Competition**

In general, AMETEK's markets are highly competitive with competition based on technology, performance, quality, service and price.

In EIG's markets, AMETEK believes it ranks as a leader in certain analytical measurement and control instruments, and power and industrial markets. It also is a major instrument and sensor supplier to commercial aviation. In process and analytical instruments, numerous companies compete in each market on the basis of product quality, performance and innovation. In power and industrial and in aerospace, AMETEK competes with a number of companies depending on the specific market segment.

EMG's businesses compete with a number of companies in each of its markets. Competition is generally based on product innovation, performance and price. There also is competition from alternative materials and processes.

## **Availability of Raw Materials**

AMETEK's reportable segments obtain raw materials and supplies from a variety of sources and generally from more than one supplier. For EMG, however, certain items, including various base metals and certain steel components, are available from only a limited number of suppliers. AMETEK believes its sources and supplies of raw materials are adequate for its needs.

## **Environmental and Other Governmental Regulation**

AMETEK's operations and properties are subject to laws and regulations relating to environmental protection, including those governing air emissions, water discharges, waste management, and workplace safety. The Company uses, generates and disposes of hazardous substances and waste in its operations and could be subject to material liabilities relating to the investigation and clean-up of contaminated properties and related claims. The Company is required to conform our operations and properties to these laws and adapt to regulatory requirements in all countries as these requirements change. The Company has a robust Environmental Health and Safety program responsible for supporting its environmental monitoring and compliance efforts. In connection with acquisitions, the Company will assess potential material environmental liabilities, and determine regulatory and fiduciary obligations during the course of the due diligence process. In addition, new laws and regulations, the discovery of previously unknown contamination or the imposition of new requirements could increase costs or subject AMETEK to new or increased liabilities.

Information with respect to environmental matters is set forth in Note 13 to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K.

## **Patents, Licenses and Trademarks**

AMETEK owns numerous unexpired U.S. and foreign patents, including counterparts of its more important U.S. patents, in the major industrial countries of the world. It is a licensor or licensee under patent agreements of various types, and its products are marketed under various registered and unregistered U.S. and foreign trademarks and trade names. AMETEK, however, does not consider any single patent or trademark, or any group of them, essential either to its business as a whole or to either one of its reportable segments. The annual royalties received or paid under license agreements are not significant to either of its reportable segments or to AMETEK's overall operations.

## **Sustainability and Human Capital Management**

### *Sustainability*

AMETEK is committed to providing a consistent and excellent return to our stakeholders, all while maintaining a strong commitment to environmental stewardship, social responsibility, inclusion, and sound corporate governance. We believe that effectively prioritizing and managing our sustainability initiatives will help create long-term value and a better future for our stakeholders.

Our Sustainability Report highlights our sustainability initiatives and is available on our website at <https://www.ametek.com/who-we-are/sustainability>.

Key elements in the Company's approach to sustainability include the following:

*Core Values.* Our core values — Ethics and Integrity, Respect for the Individual, Inclusion, Teamwork, and Social Responsibility — remain the most critical components of our sustainability efforts. Sustainability is an integral aspect of the core values that guide the way we do business.

*Upholding Sound Governance.* Our commitment to transparency, accountability, and ethical and responsible decision-making is demonstrated through our core values, corporate governance structure, compliance measures, and focus on sustainability oversight. Together, AMETEK's governance structure underpins our distributed

operating structure and provides our colleagues with the foundation to advance sustainability initiatives across their businesses.

*Protecting Our Environment.* Our ongoing commitment to serve as environmental stewards and protect the environment for future generations is reflected in our proactive approach to environmental management and sustainability. From emissions reduction initiatives to optimizing resource consumption, we emphasize environmental protection in every facet of our operations. We are firmly committed to reducing our carbon footprint and have made outstanding progress toward our stated greenhouse gas emissions reduction target.

*Investing in Our People.* Our people are the most essential resource in driving AMETEK's long-term success and in achieving our sustainability ambitions. AMETEK is committed to developing an inclusive culture to help power innovation, growth, and greater opportunities for all employees. Through strategic investments in talent acquisition, learning and development, and employee well-being, we foster a culture of empowerment, innovation, and inclusivity, driving our collective success and sustainable growth. We are continually expanding our employee development, engagement, and training initiatives to provide meaningful opportunities for personal and professional development.

*Driving Sustainable Product Solutions.* AMETEK is committed to advancing a low-carbon economy. Our growing portfolio of clean technology and sustainability-related solutions includes a wide range of products and solutions that have a positive, global environmental impact across a broad set of diverse end markets, supporting customers in achieving their sustainability goals and creating a more sustainable future. Through collaborative partnerships with our customers, we develop solutions which help reduce carbon emissions, promote renewable energy adoption, improve efficiency and productivity, and improve healthcare outcomes.

*Partnering with Our Communities.* We cultivate strong and lasting relationships with the communities in which we operate, actively contributing to their social and economic prosperity. Our charitable arm, the AMETEK Foundation, provides wide-ranging support to non-profit and educational organizations. Through employee volunteerism, financial support, and contributions from the AMETEK Foundation, we partner to strengthen the work of non-profit charities around the world.

#### *Human Capital Management*

As a global organization, we have seen firsthand that the innovation needed to solve our customers' biggest challenges can only come from employees that are fully engaged and committed, and who have diverse perspectives and backgrounds. Our Board regularly receives updates and presentations on key topics, including sustainability, compliance, inclusion, and employee development and succession.

Our executive management team reviews the key talent across our company and assesses the adequacy of talent to meet business challenges and future growth needs. We have an active Inclusion Council, which drives initiatives focused on mentorship, education and career guidance.

We have created a leadership development program for employees on track to become P&L leaders in the company. This focused and intensive program involves both internal and external training on leadership effectiveness as well as specific job-related skills. In addition, participants receive hands-on experience in key AMETEK business system processes such as growth kaizens and acquisition due diligence. We have a long-standing commitment to responsible corporate conduct. Each employee is provided with annual performance goals which are reviewed in a performance review with their manager. Employee feedback is actively encouraged through an open-door policy for all managers, regular town hall/all hands meetings, executive presentations with Q&A sessions, a regular CEO podcast for all employees, and a hotline that can be used to report complaints.

Giving back to our community is an important part of our culture. Established in 1960, the AMETEK Foundation is the charitable giving arm of AMETEK. The Foundation's mission is to empower AMETEK colleagues making a positive impact in their local communities, with a focus on health and welfare, civic and social service programs, and education.

As of December 31, 2023, we have approximately 21,500 employees. Our compensation programs are designed to provide competitive salaries and benefit programs to attract, retain and motivate a world-class workforce. Selected employees participate in short- and long-term incentive programs that align employee and shareholder interests and promote long-term retention. Additionally, we strive to protect health and safety in every aspect of our enterprise – from the way we design, manufacture and deliver our products to the way our customers use them. We continue to drive towards our goal of zero lost-time work incidents. In 2023, we achieved a lost-time incident rate that was significantly below the industry average. We continue to enhance our safety initiatives as each facility is tasked with identifying opportunities for additional safety measures. Businesses with zero incidents share best practices and ensure ongoing training to maintain their safety excellence. In addition to our EHS facility audits, our facilities include safety committees, continual training, documented self-audits, and behavior-based safety observations and feedback.

Our U.S. Federal Employment Information Report (EEO-1) for 2022 is available at [www.ametek.com](http://www.ametek.com).

#### **Available Information**

AMETEK's annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and all amendments to those reports filed or furnished pursuant to Section 13(a) of the Securities Exchange Act of 1934 are made available free of charge on the Company's website at [www.ametek.com](http://www.ametek.com) in the "Investors – Reporting" section as soon as reasonably practicable after such material is electronically filed with, or furnished to, the U.S. Securities and Exchange Commission. All reports filed with the Securities Exchange Commission can also be viewed on their website at [www.sec.gov](http://www.sec.gov). AMETEK has posted in the "Investors – Governance" section of its website its corporate governance guidelines, Board committee charters, codes of ethics, and social and environmental policies. Those documents also are available free of charge in published form to any stockholder who requests them by writing to the Investor Relations Department at AMETEK, Inc., 1100 Cassatt Road, Berwyn, Pennsylvania, 19312.

#### **Item 1A. Risk Factors**

You should consider carefully the following risk factors and all other information contained in this Annual Report on Form 10-K and the documents we incorporate by reference in this Annual Report on Form 10-K. Any of the following risks could materially and adversely affect our business, financial condition, results of operations and cash flows.

##### **Risks Related to Our Operations**

***Our growth could suffer if the markets into which we sell our products and services decline, do not grow as anticipated, experience cyclicality, or a general downturn in the economy could adversely affect our business.***

A number of the industries in which we operate are cyclical in nature and therefore are affected by factors beyond our control. A downturn in the U.S. or global economy, and, in particular, in the aerospace and defense, oil and gas, process instrumentation or power markets could have an adverse effect on our business, financial condition and results of operations.

Our growth depends in part on the growth of the markets which we serve. Visibility into the future performance of certain of our markets is limited (particularly for markets into which we sell through distribution). Our quarterly sales and profits depend substantially on the volume and timing of orders received during the fiscal quarter, which are difficult to forecast. Any decline or lower than expected growth in our served markets could diminish demand for our products and services, which would adversely affect our financial statements. A number of our businesses operate in industries that may experience periodic, cyclical downturns. In addition, in certain of our businesses, demand depends on customers' capital spending budgets, as well as government funding policies. Matters of public policy and government budget dynamics, as well as product and economic cycles, can affect the spending decisions of these customers. Demand for our products and services is also sensitive to changes in

customer order patterns, which may be affected by announced price changes, changes in incentive programs, new product introductions and customer inventory levels. Any of these factors could adversely affect our growth and results of operations in any given period.

***We may not properly execute, or realize anticipated cost savings or benefits from, our Operational Excellence initiatives.***

Our success is partly dependent upon properly executing and realizing cost savings or other benefits from our ongoing production and procurement initiatives. These initiatives are primarily designed to make the Company more efficient, which is necessary in the Company's highly competitive industries. These initiatives are often complex, and a failure to implement them properly may, in addition to not meeting projected cost savings or benefits, adversely affect our business and operations.

***Foreign and domestic economic, political, legal, compliance and business factors could negatively affect our international sales and operations.***

International sales for 2023 and 2022 represented 47.4% and 48.7% of our consolidated net sales, respectively. As a result of our growth strategy, we anticipate that the percentage of sales outside the United States will increase in the future. As of December 31, 2023, we have manufacturing operations in 20 countries outside the United States, with significant operations in Canada, China, France, Germany, Mexico, Serbia, Poland and the United Kingdom. A disruption of our ability to obtain a supply of goods from these countries or a change in the cost to purchase, manufacture, or distribute these products could have an adverse effect on our sales and operations. International sales and operations are subject to the customary risks of operating in an international environment, including:

- Imposition of trade or foreign exchange restrictions, including in the United States;
- Overlap of different tax structures, including the development of a global minimum tax;
- Unexpected changes in regulatory requirements, including in the United States;
- Trade protection measures, such as the imposition of or increase in tariffs and other trade barriers, including in the United States;
- The difficulty and/or costs of designing and implementing an effective control environment across diverse regions and employee bases;
- Restrictions on currency repatriation;
- General economic conditions;
- Unstable political situations and social unrest, both internationally and in the United States;
- Increasing trade tensions between the United States and certain countries, including China;
- Nationalization of assets; and
- Compliance with a wide variety of international and U.S. laws and regulatory requirements.

Furthermore, fluctuations in foreign currency exchange rates, including changes in the relative value of currencies in the countries where we operate, subject us to exchange rate exposure and may adversely affect our financial statements. For example, increased strength in the U.S. dollar will increase the effective price of our

products sold overseas, which may adversely affect sales or require us to lower our prices. In addition, our consolidated financial statements are presented in U.S. dollars, and we must translate our assets, liabilities, sales and expenses into U.S. dollars for external reporting purposes. As a result, changes in the value of the U.S. dollar due to fluctuations in currency exchange rates or currency exchange controls may materially and negatively affect the value of these items in our consolidated financial statements, even if their value has not changed in their local currency.

***Our international sales and operations may be adversely impacted by compliance with export laws.***

We are required to comply with various import, export, export control and economic sanctions laws, which may affect our transactions with certain customers, business partners and other persons, including in certain cases dealings with or between our employees and subsidiaries. In certain circumstances, export control and economic sanctions regulations may prohibit the export of certain products, services and technologies and in other circumstances, we may be required to obtain an export license before exporting a controlled item. In addition, failure to comply with any of these regulations could result in civil and criminal, monetary and non-monetary penalties, disruptions to our business, limitations on our ability to import and export products and services and damage to our reputation.

***Our reputation, ability to do business and financial statements may be impaired by improper conduct by any of our employees, agents or business partners.***

We cannot provide assurance that our internal controls and compliance systems will always protect us from acts committed by employees, agents or business partners of ours (or of businesses we acquire or partner with) that would violate U.S. and/or non-U.S. laws, including the laws governing payments to government officials, bribery, fraud, kickbacks and false claims, pricing, sales and marketing practices, conflicts of interest, competition, export and import compliance, money laundering and data privacy. In particular, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to government officials for the purpose of obtaining or retaining business, and we operate in many parts of the world that have experienced governmental corruption to some degree. Any such improper actions or allegations of such acts could damage our reputation and subject us to civil or criminal investigations in the U.S. and in other jurisdictions and related shareholder lawsuits could lead to substantial civil and criminal, monetary and non-monetary penalties and could cause us to incur significant legal and investigatory fees. In addition, we rely on our suppliers to adhere to our supplier standards of conduct and violations of such standards of conduct could occur that could have a material effect on our financial statements.

***Any inability to hire, train and retain a sufficient number of skilled officers and other employees could impede our ability to compete successfully.***

If we cannot hire, train and retain a sufficient number of qualified employees, we may not be able to effectively integrate acquired businesses and realize anticipated results from those businesses, manage our expanding international operations and otherwise profitably grow our business. Even if we do hire and retain a sufficient number of employees, the expense necessary to attract and motivate these officers and employees may adversely affect our results of operations.

***If we are unable to develop new products on a timely basis, it could adversely affect our business and prospects.***

We believe that our future success depends, in part, on our ability to develop, on a timely basis, technologically advanced products that meet or exceed appropriate industry standards. Maintaining our existing technological advantages will require us to continue investing in research and development and sales and marketing. There can be no assurance that we will have sufficient resources to make such investments, that we will be able to make the technological advances necessary to maintain such competitive advantages or that we can recover major research and development expenses. We are not currently aware of any emerging standards or new products which could render our existing products obsolete, although there can be no assurance that this will not occur or that we will be able to develop and successfully market new products.

***Our technology is important to our success and our failure to protect this technology could put us at a competitive disadvantage.***

Many of our products rely on proprietary technology; therefore, we endeavor to protect our intellectual property rights through patents, copyrights, trade secrets, trademarks, confidentiality agreements and other contractual provisions. Despite our efforts to protect proprietary rights, unauthorized parties or competitors may copy or otherwise obtain and use our products or technology. In addition, our ability to protect and enforce our intellectual property rights may be limited in certain countries outside the U.S. Actions to enforce our rights may result in substantial costs and diversion of resources and we make no assurances that any such actions will be successful.

***A disruption in, shortage of, or price increases for, supply of our components and raw materials may adversely impact our operations.***

While we manufacture certain parts and components used in our products, we require substantial amounts of raw materials and purchase some parts and components, including semiconductor chips and other electronic components, from suppliers. The availability and prices for raw materials, parts and components may be subject to curtailment or change due to, among other things, suppliers' allocation to other purchasers, interruptions in production by suppliers, changes in exchange rates and prevailing price levels. In addition, our facilities, supply chains, distribution systems, and products may be impacted by natural or man-made disruptions, including armed conflict, damaging weather or other acts of nature, pandemics or other public health crises. A shutdown of, or inability to utilize, one or more of our facilities, our supply chain, or our distribution system could significantly disrupt our operations, delay production and shipments, damage our relationships and reputation with customers, suppliers, employees, stockholders and others, result in lost sales, result in the misappropriation or corruption of data, or result in legal exposure and large remediation or other expenses. Furthermore, certain items, including base metals and certain steel components, are available only from a limited number of suppliers and are subject to commodity market fluctuations. Shortages in raw materials or price increases therefore could affect the prices we charge, our operating costs and our competitive position, which could adversely affect our business, financial condition, results of operations and cash flows.

***We are subject to numerous governmental regulations, which may be burdensome or lead to significant costs.***

Our operations are subject to numerous federal, state, local and foreign governmental laws and regulations. In addition, existing laws and regulations may be revised or reinterpreted and new laws and regulations, including with respect to privacy legislation and climate change, may be adopted or become applicable to us or customers for our products. These laws continue to develop and may be inconsistent from jurisdiction to jurisdiction. Complying with emerging and changing international requirements may cause the Company to incur substantial costs or require the Company to change its business practices. We cannot predict the form any such new laws or regulations will take or the impact any of these laws and regulations will have on our business or operations.

***We operate in highly competitive industries, which may adversely affect our results of operations or ability to expand our business.***

Our markets are highly competitive. We compete, domestically and internationally, with individual producers, as well as with vertically integrated manufacturers, some of which have resources greater than we do. The principal elements of competition for our products are product technology, quality, service, distribution and price. Although we believe EIG is a market leader, competition is strong and could intensify in the markets served by EIG. In the aerospace markets served by EIG, a limited number of companies compete on the basis of product quality, performance and innovation. EMG's competition in specialty metal products stems from alternative materials and processes. Our competitors may develop new or improve existing products that are superior to our products or may adapt more readily to new technologies or changing requirements of our customers. There can be no assurance that our business will not be adversely affected by increased competition in the markets in which it operates or that our products will be able to compete successfully with those of our competitors.

***Our business and financial performance could be adversely impacted by a significant disruption in, or breach in security of, our information technology systems.***

We rely on information technology systems, some of which are managed by third-parties, to process, transmit and store electronic information (including sensitive data such as confidential business information and personally identifiable data relating to employees, customers, other business partners and patients), and to monitor, manage, and support a variety of critical business processes and activities including receiving and fulfilling orders, billing, collecting and making payments, shipping products, providing services and support to customers and fulfilling contractual obligations. Despite our implementation of certain controls to protect our systems and sensitive, confidential or personal data or information, these systems, products, data and services may be damaged, compromised, disrupted or shut down due to attacks by computer hackers, computer viruses, ransomware, human error or malfeasance, power outages, hardware failures, telecommunication or utility failures, catastrophes or other unforeseen events. In any such circumstances our system redundancy and other disaster recovery planning may be ineffective or inadequate. Further, we also face information security risks due to our reliance on internet technology and use of hybrid work arrangements, which could strain our technology resources or create additional opportunity for cyber-attackers to exploit vulnerabilities.

Attacks may also target hardware, software and information installed, stored or transmitted in our products after such products have been purchased and incorporated into third-party products, facilities or infrastructure. Like most multinational corporations, our information technology systems have been subject to computer viruses, malicious codes, unauthorized access and other cyber-attacks and we expect the sophistication and frequency of such attacks to continue to increase. Any of the attacks, breaches or other disruptions or damage described above could interrupt our operations or the operations of our customers and partners, delay production and shipments, result in theft of intellectual property and trade secrets, damage customer and business partner relationships and our reputation or result in defective products or services, legal claims and proceedings, liability and penalties under privacy laws and increased costs for security and remediation, each of which could adversely affect our business, reputation and financial statements. Further, given the increasing sophistication of cyber-attacks and the complexity of techniques used, any of these attacks or breaches could potentially persist for an extended period before being detected. As a result, it could take a significant time before an investigation can be completed and new disclosure regulations could result in us being required to disclose information about a material cybersecurity incident before it has been mitigated or resolved, or even fully investigated. Although we maintain cyber risk insurance, damages and claims arising from such incidents may not be covered or may exceed the amount of any insurance available.

### **Risks Related to Our Acquisitions**

***Our growth strategy includes strategic acquisitions. We may not be able to consummate future acquisitions or successfully integrate recent and future acquisitions.***

A portion of our growth has been attributed to acquisitions of strategic businesses. We plan to continue making strategic acquisitions to enhance our global market position and broaden our product offerings. Although we have been successful with our acquisition strategy in the past, our ability to successfully effectuate acquisitions will be dependent upon a number of factors, including:

- Our ability to identify acceptable acquisition candidates;
- The impact of increased competition for acquisitions, which may increase acquisition costs, affect our ability to consummate acquisitions on favorable terms, and result in us assuming a greater portion of the seller's liabilities;
- Successfully integrating acquired businesses, including integrating the management, technological and operational processes, procedures and controls of the acquired businesses with those of our existing operations;
- Adequate financing for acquisitions being available on terms acceptable to us;
- Unexpected losses of key employees, customers and suppliers of acquired businesses;
- Mitigating assumed, contingent and unknown liabilities; and
- Challenges in managing the increased scope, geographic diversity and complexity of our operations.

The process of integrating acquired businesses into our existing operations may result in unforeseen operating difficulties and may require additional financial resources and attention from management that would otherwise be available for the ongoing development or expansion of our existing operations. Furthermore, even if successfully integrated, the acquired business may not achieve the results we expected or produce expected benefits in the time frame planned. Failure to continue with our acquisition strategy and the successful integration of acquired businesses could have an adverse effect on our business, financial condition, results of operations and cash flows.

***The indemnification provisions of acquisition agreements by which we have acquired companies may not fully protect us and as a result we may face unexpected liabilities.***

Certain of the acquisition agreements by which we have acquired companies require the former owners to indemnify us against certain liabilities related to the operation of the company before we acquired it. In most of these agreements, however, the liability of the former owners is limited, and certain former owners may be unable to meet their indemnification responsibilities. We may also obtain representation and warranty insurance to address certain potential risks and liabilities. We cannot assure you that these indemnification provisions and insurance policies will protect us fully or at all, and as a result we may face unexpected liabilities that adversely affect our financial statements.

### **Risks Related to Our Financial Condition**

***Certain environmental risks may cause us to be liable for costs associated with hazardous or toxic substance clean-up which may adversely affect our financial condition.***

Our businesses, operations and facilities are subject to a number of federal, state, local and foreign environmental and occupational health and safety laws and regulations concerning, among other things, air

emissions, discharges to waters and the use, manufacturing, generation, handling, storage, transportation and disposal of hazardous substances and wastes. Environmental risks are inherent in many of our manufacturing operations. Certain laws provide that a current or previous owner or operator of property may be liable for the costs of investigating, removing and remediating hazardous materials at such property, regardless of whether the owner or operator knew of, or was responsible for, the presence of such hazardous materials. In addition, the Comprehensive Environmental Response, Compensation and Liability Act generally imposes joint and several liability for clean-up costs, without regard to fault, on parties contributing hazardous substances to sites designated for clean-up under the Act. We have been named a potentially responsible party at several sites, which are the subject of government-mandated clean-ups. As the result of our ownership and operation of facilities that use, manufacture, store, handle and dispose of various hazardous materials, we may incur substantial costs for investigation, removal, remediation and capital expenditures related to compliance with environmental laws. While it is not possible to precisely quantify the potential financial impact of pending environmental matters, based on our experience to date, we believe that the outcome of these matters is not likely to have a material adverse effect on our financial position or future results of operations. In addition, new laws and regulations, new classification of hazardous materials, stricter enforcement of existing laws and regulations, the discovery of previously unknown contamination or the imposition of new clean-up requirements could require us to incur costs or become the basis for new or increased liabilities that could have a material adverse effect on our business, financial condition and results of operations. There can be no assurance that future environmental liabilities will not occur or that environmental damages due to prior or present practices will not result in future liabilities.

***We are subject to a variety of litigation and other legal and regulatory proceedings in the course of our business that could adversely affect our financial statements.***

We are subject to a variety of litigation and other legal and regulatory proceedings incidental to our business (or the business operations of previously owned entities), including claims for damages arising out of the use of products or services and claims relating to intellectual property matters, employment matters, tax matters, commercial disputes, competition and sales and trading practices, environmental matters, personal injury, insurance coverage and acquisition-related matters, as well as regulatory investigations or enforcement. These lawsuits may include claims for compensatory damages, punitive and consequential damages and/or injunctive relief. The defense of these lawsuits may divert our management's attention, we may incur significant expenses in defending these lawsuits, and we may be required to pay damage awards or settlements or become subject to equitable remedies that could adversely affect our operations and financial statements. Moreover, any insurance or indemnification rights that we may have may be insufficient or unavailable to protect us against such losses. In addition, developments in proceedings in any given period may require us to adjust the loss contingency estimates that we have recorded in our financial statements, record estimates for liabilities or assets previously not susceptible of reasonable estimates or pay cash settlements or judgments. Any of these developments could adversely affect our financial statements in any particular period. We cannot assure you that our liabilities in connection with litigation and other legal and regulatory proceedings will not exceed our estimates or adversely affect our financial statements and reputation. However, based on our experience, current information and applicable law, we do not believe that any amounts we may be required to pay in connection with litigation and other legal and regulatory proceedings in excess of our reserves will have a material effect on our financial statements.

***Restrictions contained in our revolving credit facility and other debt agreements may limit our ability to incur additional indebtedness.***

Our existing revolving credit facility and other debt agreements (each a "Debt Facility" and collectively, "Debt Facilities") contain restrictive covenants, including restrictions on our ability to incur indebtedness. These restrictions could limit our ability to effectuate future acquisitions, limit our ability to pay dividends, limit our ability to make capital expenditures or restrict our financial flexibility. Our Debt Facilities contain covenants requiring us to achieve certain financial and operating results and maintain compliance with specified financial ratios. Our ability to meet the financial covenants or requirements in our Debt Facilities may be affected by events beyond our control, and we may not be able to satisfy such covenants and requirements. A breach of these covenants or our inability to comply with the financial ratios, tests or other restrictions contained in a Debt Facility could result in an event of default under one or more of our other Debt Facilities. Upon the occurrence of an event of default under a Debt

Facility, and the expiration of any grace periods, the lenders could elect to declare all amounts outstanding under one or more of our other Debt Facilities, together with accrued interest, to be immediately due and payable. If this were to occur, our assets may not be sufficient to fully repay the amounts due under our Debt Facilities or our other indebtedness.

***Our goodwill and other intangible assets represent a substantial proportion of our total assets and the impairment of such substantial goodwill and intangible assets could have a negative impact on our financial condition and results of operations.***

Our total assets include substantial amounts of intangible assets, primarily goodwill. At December 31, 2023, goodwill and other intangible assets, net of accumulated amortization, totaled \$10,612.9 million or 71% of our total assets. The goodwill results from our acquisitions, representing the excess of cost over the estimated fair value of the net tangible and other identifiable intangible assets we have acquired. If future operating performance at one or more of our reporting units were to fall significantly below current levels, we could record, under current applicable accounting rules, a non-cash charge to operating income for goodwill or other intangible asset impairment. Any determination requiring the impairment of a significant portion of goodwill or other intangible assets would negatively affect our financial condition and results of operations.

**Item 1B. Unresolved Staff Comments**

None.

**Item 1C. Cybersecurity**

AMETEK's cybersecurity risk management practices are based on the widely recognized National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (The NIST Cybersecurity Framework and the NIST 800-171 Revision 2 Standard). This guidance was developed with private sector input and provides a framework and toolkit for organizations to manage cybersecurity risk.

We utilize a broad team of in-house information technology and security personnel, as well as third-party consultants, services and software, to help manage our cybersecurity efforts and initiatives. We regularly assess our threat landscape and monitor our systems and other technical security controls. Additionally, we maintain information security policies and procedures, including a breach response plan and maintenance of backup and protective systems.

We regularly review our policies, practices, and plans with assistance from third-party experts and advisors. Our Chief Information Officer is responsible for corporate-wide data security. Our management team is actively engaged in regular reviews of cyber risks. Additionally, our full Board of Directors receives quarterly briefings on enterprise-wide cybersecurity risk management and our overall cybersecurity risk environment.

We have implemented two risk management groups, the Enterprise Risk Management Committee, and the Cybersecurity Steering Committee. These committees meet quarterly. They are responsible for the overall governance of our cyber management. The implementation of the Cyber policies and strategy is the responsibility of the Chief Information Officer and the Director of Cyber Security. The CIO reports to the Chief Administrative Officer and the Director of Cyber Security reports to the CIO. We also have a team of full-time cybersecurity specialists who hold various industry technology accreditations. The CIO has more than 35 years in Senior IT Leadership positions, and the Director of Cyber Security has more than 30 years IT experience overall, 15 of which are in leadership roles.

Operationally, we deploy multiple layers of cyber defenses including multiple tools and processes that identify security risks across our global networks, largely in real time. We also maintain good relationships with law enforcement agencies to remain informed on potential cyber risks.

Mandatory cybersecurity training is conducted eight times a year for all of AMETEK's employees with email access. The training provides critical information on how employees can protect themselves and AMETEK against cybersecurity risks. AMETEK financial professionals receive additional training due to the nature of their roles.

**Item 2. Properties**

At December 31, 2023, the Company conducted business from office and operating facilities at owned and leased locations throughout the United States and select global markets. The Company leases a facility in Berwyn, Pennsylvania for its corporate headquarters.

The Company believes that all facilities have been adequately maintained, are in good operating condition, and are suitable for our current needs.

**Item 3. Legal Proceedings**

Please refer to Note 13 to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K for information regarding certain litigation matters.

The Company is subject to a variety of litigation and other legal and regulatory proceedings incidental to its business (or the business operations of previously owned entities), including claims for damages arising out of the use of the Company's products or services and claims relating to intellectual property matters, employment matters, tax matters, commercial disputes, competition and sales and trading practices, environmental matters, personal injury, insurance coverage and acquisition-related matters, as well as regulatory investigations or enforcement. Based upon the Company's experience, the Company does not believe that these proceedings and claims will have a material adverse effect on its results of operations, financial position or cash flows.

**Item 4. Mine Safety Disclosures**

Not Applicable.

## PART II

### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

The principal market on which the Company's common stock is traded is the New York Stock Exchange and it is traded under the symbol "AME." On January 31, 2024, there were approximately 1,700 holders of record of the Company's common stock.

Market price and dividend information with respect to the Company's common stock is set forth below. Future dividend payments by the Company will be dependent on future earnings, financial requirements, contractual provisions of debt agreements and other relevant factors.

Under its share repurchase program, the Company repurchased approximately 55,800 shares of its common stock for \$7.8 million in 2023 and approximately 2,673,000 shares of its common stock for \$332.8 million in 2022.

The objective and rationale of the share repurchases is to enhance shareholder value through the opportunistic repurchases of the Company's common stock. The Company takes a balanced approach when determining how to deploy capital, including strategic acquisitions, dividends, and share repurchases. The factors evaluated when considering how to deploy capital include: the Company's share price, the Company's cash balances, balance sheet flexibility, business prospects, the leverage of the Company, and other investment opportunities.

#### Issuer Purchases of Equity Securities

The following table reflects purchases of AMETEK, Inc. common stock by the Company during the three months ended December 31, 2023:

| <u>Period</u>                         | <u>Total Number<br/>of Shares<br/>Purchased (1)(2)</u> | <u>Average Price<br/>Paid per Share</u> | <u>Total Number<br/>of Shares<br/>Purchased as<br/>Part of Publicly<br/>Announced<br/>Plan (2)</u> | <u>Approximate<br/>Dollar Value of<br/>Shares that<br/>May Yet Be<br/>Purchased Under<br/>the Plan</u> |
|---------------------------------------|--|---|--|--|
| October 1, 2023 to October 31, 2023   | —  | \$ —                                    | —  | \$ 817,325,034   |
| November 1, 2023 to November 30, 2023 | 8,323  | 143.46                                  | 8,323  | 816,130,993  |
| December 1, 2023 to December 31, 2023 | —  | —                                       | —  | 816,130,993  |
| Total                                 | <u>8,323</u>   | <u>\$ 143.46</u>                        | <u>8,323</u>   |  |

- (1) Represents shares surrendered to the Company to satisfy tax withholding obligations in connection with employees' share-based compensation awards.
- (2) Consists of the number of shares purchased pursuant to the Company's Board of Directors \$1 billion authorization for the repurchase of its common stock announced in May 2022, which replaces the previous \$500 million authorization for repurchase of its common stock announced in February 2019. Such purchases may be effected from time to time in the open market or in private transactions, subject to market conditions and at management's discretion.

**Securities Authorized for Issuance Under Equity Compensation Plan Information**

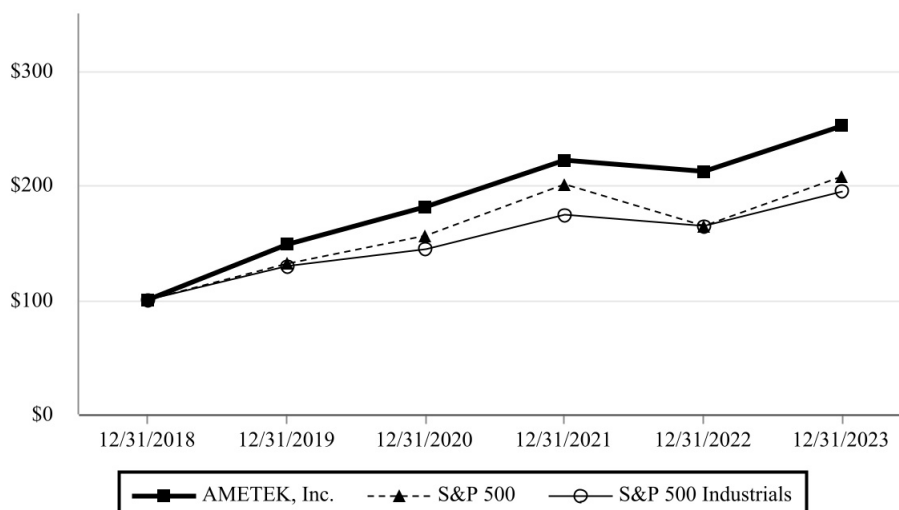
The following table sets forth information as of December 31, 2023 regarding all of the Company's existing compensation plans pursuant to which equity securities are authorized for issuance to employees and non-employee directors:

| Plan category  | Number of securities<br>to be issued<br>upon exercise of<br>outstanding options,<br>warrants and rights | Weighted average<br>exercise price of<br>outstanding options,<br>warrants and rights | Number of securities<br>remaining available<br>for future issuance<br>under equity<br>compensation plans<br>(excluding securities<br>reflected in column (a)) |
|--|---|--|---|
|  | (a)   | (b)  | (c)   |
| Equity compensation plans approved by security holders     | 2,741,164   | \$ 101.20  | 5,526,792   |
| Equity compensation plans not approved by security holders | —   | —  | —   |
| Total  | 2,741,164   | \$ 101.20  | 5,526,792   |

## Stock Performance Graph

The following graph and accompanying table compare the cumulative total stockholder return for AMETEK over the last five years ended December 31, 2023 with total returns for the same period for the Standard and Poor's ("S&P") 500 Index and S&P 500 Industrials. AMETEK's stock price is a component of both indices. The performance graph and table assume a \$100 investment made on December 31, 2018 and reinvestment of all dividends. The stock performance shown on the graph below is based on historical data and is not necessarily indicative of future stock price performance.

COMPARISON OF FIVE-YEAR CUMULATIVE TOTAL RETURN



|                     | December 31, |           |           |           |           |           |
|---------------------|--------------|-----------|-----------|-----------|-----------|-----------|
|                     | 2018         | 2019      | 2020      | 2021      | 2022      | 2023      |
| AMETEK, Inc.        | \$ 100.00    | \$ 148.26 | \$ 181.23 | \$ 221.68 | \$ 212.10 | \$ 251.99 |
| S&P 500 Index       | 100.00       | 131.49    | 155.68    | 200.37    | 164.08    | 207.21    |
| S&P 500 Industrials | 100.00       | 129.37    | 143.68    | 174.02    | 164.49    | 194.31    |

Item 6. Reserved

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

This report includes forward-looking statements based on the Company's current assumptions, expectations and projections about future events. When used in this report, the words "believes," "anticipates," "may," "expect," "intend," "estimate," "project" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such words. In this report, the Company discloses important factors that could cause actual results to differ materially from management's expectations. For more information on these and other factors, see "Forward-Looking Information" herein.

The following Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with "Item 1A. Risk Factors," and the consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K.

### Business Overview

AMETEK's operations are affected by global, regional and industry-specific economic factors. However, the Company's strategic geographic and industry diversification, and its mix of products and services, have helped to mitigate the potential adverse impact of any unfavorable developments in any one industry or the economy of any single country on its consolidated operating results. In 2023, the Company posted record sales, operating income, operating margins, net income, diluted earnings per share, orders, backlog, and operating cash flow. Positive market trends, the Company's record backlog, contributions from recent acquisitions, and continued focus on and implementation of Operational Excellence initiatives had a positive impact on 2023 results. The Company also benefited from its strategic initiatives under AMETEK's four key strategies: Operational Excellence, Strategic Acquisitions, Global & Market Expansion and New Products.

Highlights in 2023 were:

- Net sales for 2023 were a record \$6,597.0 million, an increase of \$446.5 million or 7.3%, compared with net sales of \$6,150.5 million in 2022. The increase in net sales for 2023 was due to a 4% organic sales increase and a 3% increase from acquisitions.
- Net income for 2023 was a record \$1,313.2 million, an increase of \$153.7 million or 13.3%, compared with \$1,159.5 million in 2022.
- Diluted earnings per share for 2023 were a record \$5.67, an increase of \$0.66 or 13.2%, compared with \$5.01 per diluted share in 2022.
- Cash provided by operating activities totaled a record \$1,735.3 million in 2023, an increase of \$585.9 million or 51.0%, compared with cash provided by operating activities of \$1,149.4 million in 2022.
- The Company's backlog of unfilled orders at December 31, 2023 was a record \$3,534.1 million.
- During 2023, the Company spent \$2,237.9 million in cash, net of cash acquired, to purchase four businesses:
  - In March 2023, AMETEK acquired Bison Gear & Engineering Corp. ("Bison"), a designer and manufacturer of custom motion control solutions.
  - In August 2023, AMETEK acquired United Electronic Industries ("UEI"), a designer and manufacturer of high-performance test, measurement, simulation and control solutions.
  - In October 2023, AMETEK acquired Amplifier Research Corp. ("Amplifier Research"), a leading provider of amplifiers and electromagnetic compatibility testing equipment.

- In December 2023, AMETEK acquired Paragon Medical ("Paragon"), a leading provider of highly engineered medical components and instruments.
- EBITDA (earnings before interest, income taxes, depreciation, and amortization) was a record \$2,014.7 million in 2023, compared with \$1,829.7 million in 2022.
- The Company continued its emphasis on investment in research, development and engineering, spending \$351.7 million in 2023. Approximately 25% of sales in 2023 were from products introduced in the past three years.

## Results of Operations

The following table sets forth net sales and income by reportable segment and on a consolidated basis:

|  | Year Ended December 31, |              |              |
|--|-------------------------|--------------|--------------|
|  | 2023                    | 2022         | 2021         |
|  | (In thousands)          |              |              |
| Net sales:                                       |                         |              |              |
| Electronic Instruments                           | \$ 4,624,250            | \$ 4,229,353 | \$ 3,763,758 |
| Electromechanical                                | 1,972,700               | 1,921,177    | 1,782,756    |
| Consolidated net sales                           | \$ 6,596,950            | \$ 6,150,530 | \$ 5,546,514 |
| Operating income and income before income taxes: |                         |              |              |
| Segment operating income:                        |                         |              |              |
| Electronic Instruments                           | \$ 1,310,962            | \$ 1,089,729 | \$ 958,183   |
| Electromechanical                                | 496,569                 | 503,593      | 437,378      |
| Total segment operating income                   | 1,807,531               | 1,593,322    | 1,395,561    |
| Corporate administrative expenses                | (100,072)               | (92,630)     | (86,891)     |
| Consolidated operating income                    | 1,707,459               | 1,500,692    | 1,308,670    |
| Interest expense                                 | (81,795)                | (83,186)     | (80,381)     |
| Other (expense) income, net                      | (19,252)                | 11,186       | (5,119)      |
| Consolidated income before income taxes          | \$ 1,606,412            | \$ 1,428,692 | \$ 1,223,170 |

The following "Results of Operations of the year ended December 31, 2023 compared with the year ended December 31, 2022" section presents an analysis of the Company's consolidated operating results displayed in the Consolidated Statement of Income. A discussion regarding our financial condition and results of operations for the year ended December 31, 2022 compared to the year ended December 31, 2021 can be found under Item 7 in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the Securities and Exchange Commission on February 21, 2023.

### Results of Operations for the year ended December 31, 2023 compared with the year ended December 31, 2022

Net sales for 2023 were \$6,597.0 million, an increase of \$446.5 million or 7.3%, compared with net sales of \$6,150.5 million in 2022. The increase in net sales for 2023 was due to a 4% organic sales increase and a 3% increase from acquisitions. EIG net sales were \$4,624.3 million in 2023, an increase of 9.3%, compared with \$4,229.4 million in 2022. EMG net sales were \$1,972.7 million in 2023, an increase of 2.7%, compared with \$1,921.2 million in 2022.

Total international sales for 2023 were \$3,128.2 million or 47.4% of net sales, an increase of \$131.9 million or 4.4%, compared with international sales of \$2,996.3 million or 48.7% of net sales in 2022. The increase in

international sales was primarily driven by strong demand in Europe and Asia as well as contributions from recent acquisitions. Export shipments from the United States, which are included in total international sales, were \$1,732.4 million in 2023, an increase of \$43.7 million or 2.6%, compared with \$1,688.7 million in 2022.

Orders for 2023 were \$6,912.4 million, an increase of \$273.3 million or 4.1% compared with \$6,639.1 million in 2022. The increase in orders was due to a 7% increase from acquisitions, a 1% favorable effect of foreign currency translation, partially offset by an organic order decrease. The Company's backlog of unfilled orders at December 31, 2023 was a record \$3,534.1 million, an increase of \$315.5 million or 9.8%, compared with \$3,218.6 million at December 31, 2022.

Segment operating income for 2023 was \$1,807.5 million, an increase of \$214.2 million or 13.4%, compared with segment operating income of \$1,593.3 million in 2022. Segment operating income, as a percentage of net sales, increased to 27.4% in 2023, compared with 25.9% in 2022. Segment operating income and operating margins were positively impacted by the increase in sales discussed above, which was primarily driven by our higher margin businesses, as well as continued benefits from the Company's Operational Excellence initiatives.

Cost of sales for 2023 was \$4,212.5 million or 63.9% of net sales, an increase of \$207.2 million or 5.2%, compared with \$4,005.3 million or 65.1% of net sales for 2022. The cost of sales increase was primarily due to the net sales increase discussed above.

Selling, general and administrative expenses for 2023 were \$677.0 million or 10.3% of net sales, an increase of \$32.4 million or 5.0%, compared with \$644.6 million or 10.5% of net sales in 2022. Selling expenses increased primarily due to the increase in net sales discussed above. General and administrative expenses for 2023 were \$100.1 million, compared with \$92.6 million in 2022. The general and administrative expenses in 2023 include higher employee compensation costs compared to 2022.

Consolidated operating income was \$1,707.5 million or 25.9% of net sales for 2023, an increase of \$206.8 million or 13.8%, compared with \$1,500.7 million or 24.4% of net sales in 2022.

Other expense, net was \$19.3 million for 2023, compared with \$11.2 million of other income in 2022, a change of \$30.5 million. During 2023, the Company recorded lower pension income of \$21.1 million and higher acquisition-related due diligence expense compared to 2022.

The effective tax rate for 2023 was 18.3%, compared with 18.8% in 2022. See Note 9 to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K for further details.

Net income for 2023 was \$1,313.2 million, an increase of \$153.7 million or 13.3%, compared with \$1,159.5 million in 2022.

Diluted earnings per share for 2023 were \$5.67, an increase of \$0.66 or 13.2%, compared with \$5.01 per diluted share in 2022.

### **Segment Results**

**EIG's** net sales totaled \$4,624.3 million for 2023, an increase of \$394.9 million or 9.3%, compared with \$4,229.4 million in 2022. The net sales increase was due to a 6% organic sales increase and a 3% increase from acquisitions.

EIG's operating income was \$1,311.0 million for 2023, an increase of \$221.3 million or 20.3%, compared with \$1,089.7 million in 2022. EIG's operating margins were 28.3% of net sales for 2023, compared with 25.8% of net sales in 2022. EIG's operating margins increased in 2023 compared to 2022 due to the sales increase discussed above, as well as continued benefits from the Company's Operational Excellence initiatives.

EMG's net sales totaled \$1,972.7 million for 2023, an increase of \$51.5 million or 2.7%, compared with \$1,921.2 million in 2022. The net sales increase was due to a 5% increase from acquisitions, partially offset by an organic sales decrease.

EMG's operating income was \$496.6 million for 2023, a decrease of \$7.0 million or 1.4%, compared with \$503.6 million in 2022. EMG's operating margins were 25.2% of net sales for 2023, compared with 26.2% of net sales in 2022. EMG's operating margins were negatively impacted by the dilutive impact of the 2023 acquisitions. In 2022, EMG's operating income included a \$7.1 million gain on the sale of a facility, which increased EMG operating margins by 40 basis points. Excluding the dilutive impact of the 2023 acquisitions and the gain on the sale of a facility, EMG operating margins increased 70 basis points compared to 2022.

### **Liquidity and Capital Resources**

Cash provided by operating activities totaled \$1,735.3 million in 2023, an increase of \$585.9 million or 51.0%, compared with cash provided by operating activities of \$1,149.4 million in 2022. The increase in cash provided by operating activities for 2023 was primarily due to improved working capital management and higher net income.

Free cash flow (cash flow provided by operating activities less capital expenditures) was \$1,599.1 million in 2023, compared with \$1,010.4 million in 2022. EBITDA (earnings before interest, income taxes, depreciation and amortization) was \$2,014.7 million in 2023, compared with \$1,829.7 million in 2022. Free cash flow and EBITDA are presented because the Company is aware that they are measures used by third parties in evaluating the Company. (See "Non-GAAP Financial Measures" for a reconciliation of U.S. GAAP measures to comparable non-GAAP measures).

Cash used by investing activities totaled \$2,376.4 million in 2023, compared with cash used by investing activities of \$552.8 million in 2022. In 2023, the Company paid \$2,237.9 million, net of cash acquired, to purchase Bison Gear & Engineering Corp., United Electronic Industries, Amplifier Research Corp. and Paragon Medical, compared to \$429.7 million, net of cash acquired, to purchase Navitar, Inc. and RTDS Technologies Inc. in 2022. Additions to property, plant and equipment totaled \$136.2 million in 2023, compared with \$139.0 million in 2022.

Cash provided by financing activities totaled \$697.3 million in 2023, compared with \$575.7 million of cash used by financing activities in 2022. At December 31, 2023, total debt, net was \$3,313.3 million, compared with \$2,385.0 million at December 31, 2022. In 2023, total borrowings increased by \$892.3 million, compared with a decrease of \$73.7 million in 2022. At December 31, 2023, the Company had available borrowing capacity of \$1,829.3 million under its revolving credit facility and term loan, including the \$700 million accordion feature.

On May 12, 2022, the Company along with certain of its foreign subsidiaries amended and restated its Credit Agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016 and as further amended and restated as of October 30, 2018, with the lenders, JPMorgan Chase Bank, N.A., as Administrative Agent and Bank of America, N.A., PNC Bank, National Association, Trust Bank and Wells Fargo Bank, National Association, as Co-Syndication Agents. The credit agreement amends and restates the Company's existing revolving credit facility to increase the size from \$1.5 billion to \$2.3 billion and terminates the \$800 million term loan. The credit agreement places certain restrictions on allowable additional indebtedness. In November 2021, the Company further amended the Credit Agreement to address the cessation of LIBOR on certain currencies. At December 31, 2023, the Company had \$1,116.0 million outstanding on the revolver with a maturity date of May 2027. The amount outstanding under the revolver that the Company expects, but is not required, to repay in 2024 is recorded in current liabilities on the consolidated balance sheet at December 31, 2023.

The debt-to-capital ratio was 27.5% at December 31, 2023, compared with 24.2% at December 31, 2022. The net debt-to-capital ratio (total debt, net less cash and cash equivalents divided by the sum of net debt and stockholders' equity) was 25.0% at December 31, 2023, compared with 21.4% at December 31, 2022. The net debt-to-capital ratio is presented because the Company is aware that this measure is used by third parties in evaluating the

Company. (See "Non-GAAP Financial Measures" for a reconciliation of U.S. GAAP measures to comparable non-GAAP measures).

In 2023, the Company repurchased approximately 0.1 million shares of its common stock for \$7.8 million, compared with \$332.8 million used for repurchases of approximately 2.7 million shares in 2022. Effective May 5, 2022, the Company's Board of Directors approved a \$1 billion share repurchase authorization. This authorization replaces an earlier \$500 million share repurchase authorization approved by the Board in February 2019. At December 31, 2023, \$816.1 million was available under the Company's Board of Directors authorization for future share repurchases.

Additional financing activities for 2023 included cash dividends paid of \$230.3 million, compared with \$202.2 million in 2022. Effective February 9, 2023, the Company's Board of Directors approved a 14% increase in the quarterly cash dividend on the Company's common stock to \$0.25 per common share from \$0.22 per common share. Proceeds from the exercise of employee stock options were \$50.9 million in 2023, compared with \$49.9 million in 2022.

As a result of all of the Company's cash flow activities in 2023, cash and cash equivalents at December 31, 2023 totaled \$409.8 million, compared with \$345.4 million at December 31, 2022. At December 31, 2023, the Company had \$375.9 million in cash outside the United States, compared with \$344.0 million at December 31, 2022. The Company utilizes this cash to fund its international operations, as well as to acquire international businesses. The Company is in compliance with all covenants, including financial covenants, for all of its debt agreements. The Company believes it has sufficient cash-generating capabilities from domestic and unrestricted foreign sources, available credit facilities and access to long-term capital funds to enable it to meet its operating needs and contractual obligations for the foreseeable future.

#### *Subsequent Event*

Effective February 9, 2024, the Company's Board of Directors approved a 12% increase in the quarterly cash dividend on the Company's common stock to \$0.28 per common share from \$0.25 per common share.

#### *Contractual Obligations and Other Commitments*

Material contractual obligations arising in the normal course of business primarily consist of purchase obligations, long-term debt and related interest payments, and leases. See Note 10 to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K for more information on the nature and timing of debt obligations.

Leases expire over a range of years from 2024 to 2032. Most of the leases contain renewal or purchase options, subject to various terms and conditions. See Note 14 to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K for more information on the nature and timing of lease obligations.

Purchase obligations primarily consist of contractual commitments to purchase certain inventories at fixed prices. At December 31, 2023, the Company had \$723.6 million of purchase obligations due within one year and \$66.4 million of purchase obligations due in more than one year.

The Company has standby letters of credit and surety bonds of \$193.6 million related to performance and payment guarantees at December 31, 2023. Based on experience with these arrangements, the Company believes that any obligations that may arise will not be material to its financial position.

## Non-GAAP Financial Measures

EBITDA represents earnings before interest, income taxes, depreciation and amortization. EBITDA is presented because the Company is aware that it is used by rating agencies, securities analysts, investors and other parties in evaluating the Company. It should not be considered, however, as an alternative to operating income as an indicator of the Company's operating performance or as an alternative to cash flows as a measure of the Company's overall liquidity as presented in the Company's consolidated financial statements. Furthermore, EBITDA measures shown for the Company may not be comparable to similarly titled measures used by other companies. The following table presents the reconciliation of net income reported in accordance with U.S. generally accepted accounting principles ("GAAP") to EBITDA:

|                   | Year Ended December 31, |            |            |
|-------------------|-------------------------|------------|------------|
|                   | 2023                    | 2022       | 2021       |
|                   | (In millions)           |            |            |
| Net income        | \$ 1,313.2              | \$ 1,159.5 | \$ 990.1   |
| Add (deduct):     |                         |            |            |
| Interest expense  | 81.8                    | 83.2       | 80.4       |
| Interest income   | (11.1)                  | (1.7)      | (1.4)      |
| Income taxes      | 293.2                   | 269.2      | 233.1      |
| Depreciation      | 122.5                   | 113.7      | 108.5      |
| Amortization      | 215.1                   | 205.8      | 183.6      |
| Total adjustments | 701.5                   | 670.2      | 604.2      |
| EBITDA            | \$ 2,014.7              | \$ 1,829.7 | \$ 1,594.3 |

Free cash flow represents cash flow from operating activities less capital expenditures. Free cash flow is presented because the Company is aware that it is used by rating agencies, securities analysts, investors and other parties in evaluating the Company. The following table presents the reconciliation of cash flow from operating activities reported in accordance with U.S. GAAP to free cash flow:

|                                       | Year Ended December 31, |            |            |
|---------------------------------------|-------------------------|------------|------------|
|                                       | 2023                    | 2022       | 2021       |
|                                       | (In millions)           |            |            |
| Cash provided by operating activities | \$ 1,735.3              | \$ 1,149.4 | \$ 1,160.5 |
| Deduct: Capital expenditures          | (136.2)                 | (139.0)    | (110.7)    |
| Free cash flow                        | \$ 1,599.1              | \$ 1,010.4 | \$ 1,049.8 |

Net debt represents total debt, net minus cash and cash equivalents. Net debt is presented because the Company is aware that it is used by rating agencies, securities analysts, investors and other parties in evaluating the Company. The following table presents the reconciliation of total debt, net reported in accordance with U.S. GAAP to net debt:

|   | December 31,  |            |
|---|---------------|------------|
|   | 2023          | 2022       |
|   | (In millions) |            |
| Total debt, net                                     | \$ 3,313.3    | \$ 2,385.0 |
| Less: Cash and cash equivalents                     | (409.8)       | (345.4)    |
| Net debt  | 2,903.5       | 2,039.6    |
| Stockholders' equity                                | 8,730.2       | 7,476.5    |
| Capitalization (net debt plus stockholders' equity) | \$ 11,633.7   | \$ 9,516.1 |
| Net debt as a percentage of capitalization          | 25.0 %        | 21.4 %     |

## Internal Reinvestment

### *Capital Expenditures*

Capital expenditures were \$136.2 million or 2.1% of net sales in 2023, compared with \$139.0 million or 2.3% of net sales in 2022. In 2023, approximately 64% of capital expenditures were for improvements to existing equipment or additional equipment to increase productivity and expand capacity. Capital expenditures in 2024 are expected to be approximately 2% of net sales, with a continued emphasis on spending to improve productivity.

### *Research, Development and Engineering*

The Company is committed to, and has consistently invested in, research, development and engineering activities to design and develop new and improved products and solutions. Research, development and engineering costs before customer reimbursement were \$351.7 million in 2023, \$322.1 million in 2022 and \$299.6 million in 2021. These amounts included research and development expenses of \$220.8 million, \$198.8 million and \$194.2 million in 2023, 2022, and 2021, respectively. All such expenditures were directed toward the development of new products and solutions and the improvement of existing products and solutions.

## Environmental Matters

Information with respect to environmental matters is set forth in Note 13 to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K.

## Critical Accounting Policies and Estimates

Critical accounting policies are those policies that can have a significant impact on the presentation of the Company's financial condition and results of operations and that require the use of complex and subjective estimates based on the Company's historical experience and management's judgment. Because of the uncertainty inherent in such estimates, actual results may differ materially from the estimates used. Below are the policies used in preparing the Company's financial statements that management believes are the most dependent upon the application of estimates and assumptions. A complete list of the Company's significant accounting policies is in Note 1 to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K.

- *Business Combinations.* The Company allocates the purchase price of an acquired company, including when applicable, the acquisition date fair value of contingent consideration between tangible and intangible assets acquired and liabilities assumed from the acquired business based on their estimated fair values, with the residual of the purchase price recorded as goodwill. Third party appraisal firms and other consultants are engaged to assist management in determining the fair values of certain assets acquired and liabilities assumed. In the absence of a third party appraisal, the Company uses internal valuation estimates based on pertinent data from comparable prior acquisitions. Estimating fair values requires significant judgments, estimates and assumptions, including but not limited to: discount rates, future cash flows and the economic lives of trade names, technology, and customer relationships. These estimates are based on historical experience and information obtained from the management of the acquired companies and are inherently uncertain.
- *Goodwill and Other Intangible Assets.* Goodwill and other intangible assets with indefinite lives, primarily trademarks and trade names, are not amortized; rather, they are tested for impairment at least annually. The Company performs either a qualitative or quantitative analysis to determine if it is more likely than not that the fair values of its reporting units are less than the respective carrying values of those reporting units.

When testing goodwill for impairment, the Company has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely

than not that the estimated fair value of a reporting unit is less than its carrying amount. If the Company performs a qualitative assessment and determines that an impairment is more likely than not, then performance of a quantitative impairment test is required. In conducting a qualitative assessment, the Company analyzes actual and forecasted net sales and selling profit for each reporting unit, as well as historical performance and the results of prior quantitative tests performed. Additionally, the Company assesses critical areas that may impact its business, including macroeconomic conditions, industry and market conditions, cost factors, or any relevant events and factors that may impact projected financial results.

If performed, the quantitative goodwill impairment test uses a discounted cash flow analysis to determine the fair value of each reporting unit, which considers cash flows discounted at an appropriate discount rate. The annual goodwill impairment test requires the Company to make a number of assumptions and estimates concerning future levels of revenue growth, operating margins, depreciation, amortization and working capital requirements, which are based on the Company's long-range plan and are considered level 3 inputs. The discount rate is an estimate of the overall after-tax rate of return required by a market participant whose weighted average cost of capital includes both equity and debt, including a risk premium. While the Company uses the best available information to prepare its cash flow and discount rate assumptions, actual future cash flows or market conditions could differ significantly resulting in future impairment charges related to recorded goodwill balances.

The impairment test for indefinite-lived intangibles other than goodwill (primarily trademarks and trade names) consists of a comparison of the estimated fair value of the indefinite-lived intangible asset to the carrying value of the asset as of the impairment testing date. The Company can elect to perform a qualitative analysis to determine if it is more likely than not that the fair values of its indefinite-lived intangible assets are less than the respective carrying values of those assets. The Company elected to bypass performing the qualitative screen. The Company may elect to perform the qualitative analysis in future periods. The Company estimates the fair value of its indefinite-lived intangibles using the relief from royalty method using level 3 inputs, which is a widely used valuation technique for such assets. The fair value derived from the relief from royalty method is determined by applying a royalty rate to a projection of net revenues discounted using an appropriate discount rate. Each royalty rate is determined based on the profitability of the trade name to which it relates and observed market royalty rates. Certain impairment models have discount rates calculated based on a debt/equity cost of capital. While the Company uses the best available information to prepare its cash flow and discount rate assumptions, actual future cash flows or market conditions could differ significantly resulting in future impairment charges related to recorded intangible balances. While there are always changes in assumptions to reflect changing business and market conditions, the Company's overall methodology and the population of assumptions used have remained unchanged.

The Company's acquisitions have generally included a significant goodwill component and the Company expects to continue to make acquisitions. At December 31, 2023, goodwill and other indefinite-lived intangible assets totaled \$7,471.4 million or 49.7% of the Company's total assets. The Company completed its required annual qualitative goodwill impairment test in the fourth quarter of 2023 and determined that the carrying values of the Company's goodwill was not impaired. The Company completed its required annual indefinite-lived intangibles impairment tests in the fourth quarter of 2023 and determined that the carrying values of certain of the Company's indefinite-lived intangibles were impaired primarily as a result of higher discount rates associated with higher interest rates, as well as decreased forecasted sales growth of specific product lines. As a result, in the fourth quarter of 2023, the Company recorded an immaterial non-cash impairment charge related to certain of the Company's trade names. There can be no assurance that goodwill or indefinite-lived intangibles impairment will not occur in the future.

- *Pensions.* The Company has U.S. and foreign defined benefit and defined contribution pension plans. The most significant elements in determining the Company's pension income or expense are the assumed pension liability discount rate and the expected return on plan assets. The pension discount rate reflects the current interest rate at which the pension liabilities could be settled at the valuation date. At the end of each

year, the Company determines the assumed discount rate to be used to discount plan liabilities. In estimating this rate for 2023, the Company considered rates of return on high-quality, fixed-income investments that have maturities consistent with the anticipated funding requirements of the plan. In estimating the U.S. and foreign discount rates, the Company's actuaries developed a customized discount rate appropriate to the plans' projected benefit cash flow based on yields derived from a database of long-term bonds at consistent maturity dates. The Company determines the expected long-term rate of return based primarily on its expectation of future returns for the pension plans' investments. Additionally, the Company considers historical returns on comparable fixed-income and equity investments and adjusts its estimate as deemed appropriate.

- *Income Taxes.* The process of providing for income taxes and determining the related balance sheet accounts requires management to assess uncertainties, make judgments regarding outcomes and utilize estimates. The Company conducts a broad range of operations around the world and is therefore subject to complex tax regulations in numerous international taxing jurisdictions, resulting at times in tax audits, disputes and potential litigation, the outcome of which is uncertain. Management must make judgments currently about such uncertainties and determine estimates of the Company's tax assets and liabilities. To the extent the final outcome differs, future adjustments to the Company's tax assets and liabilities may be necessary.

The Company assesses the realizability of its deferred tax assets, taking into consideration the Company's forecast of future taxable income, available net operating loss carryforwards and available tax planning strategies that could be implemented to realize the deferred tax assets. Based on this assessment, management must evaluate the need for, and the amount of, valuation allowances against the Company's deferred tax assets. To the extent facts and circumstances change in the future, adjustments to the valuation allowances may be required.

The Company assesses the uncertainty in its tax positions, by applying a minimum recognition threshold which a tax position is required to meet before a tax benefit is recognized in the financial statements. Once the minimum threshold is met, using a more likely than not standard, a series of probability estimates is made for each item to properly measure and record a tax benefit. The tax benefit recorded is generally equal to the highest probable outcome that is more than 50% likely to be realized after full disclosure and resolution of a tax examination. The underlying probabilities are determined based on the best available objective evidence such as recent tax audit outcomes, published guidance, external expert opinion, or by analogy to the outcome of similar issues in the past. There can be no assurance that these estimates will ultimately be realized given continuous changes in tax policy, legislation and audit practice. The Company recognizes interest and penalties accrued related to uncertain tax positions in income tax expense.

#### **Recent Accounting Pronouncements**

See Note 2, Recent Accounting Pronouncements, to the Company's Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K for information regarding recently issued accounting pronouncements.

#### **Forward-Looking Information**

Certain matters discussed in this Form 10-K are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995 ("PSLRA"), which involve risk and uncertainties that exist in the Company's operations and business environment and can be affected by inaccurate assumptions, or by known or unknown risks and uncertainties. Many such factors will be important in determining the Company's actual future results. The Company wishes to take advantage of the "safe harbor" provisions of the PSLRA by cautioning readers that numerous important factors in some cases have caused, and in the future could cause, the Company's actual results to differ materially from those expressed in any forward-looking statements made by, or on behalf of, the Company. Some, but not all, of the factors or uncertainties that could cause actual results to differ from present expectations are set forth above and under Item 1A. Risk Factors. The Company undertakes no obligation to

publicly update any forward-looking statements, whether as a result of new information, subsequent events or otherwise, unless required by the securities laws to do so.

**Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

The Company's primary exposures to market risk are fluctuations in interest rates, foreign currency exchange rates and commodity prices, which could impact its financial condition and results of operations. The Company addresses its exposure to these risks through its normal operating and financing activities. The Company's differentiated and global business activities help to reduce the impact that any particular market risk may have on its operating income as a whole.

The Company's short-term debt carries variable interest rates and generally its long-term debt carries fixed rates. These financial instruments are more fully described in the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K.

The foreign currencies to which the Company has the most significant exchange rate exposure are the Euro, the British pound, the Japanese yen, the Chinese renminbi, the Canadian dollar, and the Mexican peso. Exposure to foreign currency rate fluctuation is modest, monitored, and when possible, mitigated through the use of local borrowings and occasional derivative financial instruments in the foreign currency affected. The effect of translating foreign subsidiaries' balance sheets into U.S. dollars is included in other comprehensive income within stockholders' equity. Foreign currency transactions have not had a significant effect on the operating results reported by the Company because revenues and costs associated with the revenues are generally transacted in the same foreign currencies.

The primary commodities to which the Company has market exposure are raw material purchases of nickel, aluminum, copper, steel, titanium, and gold. Exposure to price changes in these commodities are generally mitigated through adjustments in selling prices of the ultimate product and purchase order pricing arrangements, although forward contracts are sometimes used to manage some of those exposures.

Based on a hypothetical ten percent adverse movement in interest rates, commodity prices or foreign currency exchange rates, the Company's best estimate is that the potential losses in future earnings, fair value of risk-sensitive financial instruments and cash flows are not material, although the actual effects may differ materially from the hypothetical analysis.

**Item 8. Financial Statements and Supplementary Data**

|  | <b><u>Page</u></b> |
|--|--------------------|
| <b>Index to Financial Statements (Item 15(a)(1))</b>   |                    |
| <a href="#">Reports of Management</a>  | 33                 |
| <a href="#">Reports of Independent Registered Public Accounting Firm</a> Ernst & Young LLP, Philadelphia, Auditor Firm ID: | 42 34              |
| <a href="#">Consolidated Statement of Income for the years ended December 31, 2023, 2022 and 2021</a>                      | 37                 |
| <a href="#">Consolidated Statement of Comprehensive Income for the years ended December 31, 2023, 2022 and 2021</a>        | 38                 |
| <a href="#">Consolidated Balance Sheet at December 31, 2023 and 2022</a>   | 39                 |
| <a href="#">Consolidated Statement of Stockholders' Equity for the years ended December 31, 2023, 2022 and 2021</a>        | 40                 |
| <a href="#">Consolidated Statement of Cash Flows for the years ended December 31, 2023, 2022 and 2021</a>                  | 41                 |
| <a href="#">Notes to Consolidated Financial Statements</a>   | 42                 |

**Financial Statement Schedules (Item 15(a)(2))**

Financial statement schedules have been omitted because either they are not applicable, or the required information is included in the financial statements or the notes thereto.

## Management's Responsibility for Financial Statements

Management has prepared and is responsible for the integrity of the consolidated financial statements and related information. The statements are prepared in conformity with U.S. generally accepted accounting principles consistently applied and include certain amounts based on management's best estimates and judgments. Historical financial information elsewhere in this report is consistent with that in the financial statements.

In meeting its responsibility for the reliability of the financial information, management maintains a system of internal accounting and disclosure controls, including an internal audit program. The system of controls provides for appropriate division of responsibility and the application of written policies and procedures. That system, which undergoes continual reevaluation, is designed to provide reasonable assurance that assets are safeguarded, and records are adequate for the preparation of reliable financial data.

Management is responsible for establishing and maintaining adequate internal control over financial reporting. AMETEK, Inc. maintains a system of internal controls that is designed to provide reasonable assurance as to the fair and reliable preparation and presentation of the consolidated financial statements; however, there are inherent limitations in the effectiveness of any system of internal controls.

Management recognizes its responsibility for conducting the Company's activities according to the highest standards of personal and corporate conduct. That responsibility is characterized and reflected in a code of business conduct for all employees and in a financial code of ethics for the Chief Executive Officer and Senior Financial Officers, as well as in other key policy statements publicized throughout the Company.

The Audit Committee of the Board of Directors, which is composed solely of independent directors who are not employees of the Company, meets with the independent registered public accounting firm, the internal auditors and management to satisfy itself that each is properly discharging its responsibilities. The report of the Audit Committee is included in the Company's Proxy Statement for the 2024 Annual Meeting of Stockholders. Both the independent registered public accounting firm and the internal auditors have direct access to the Audit Committee.

The Company's independent registered public accounting firm, Ernst & Young LLP, is engaged to render an opinion as to whether management's financial statements present fairly, in all material respects, the Company's financial position and operating results. This report is included herein.

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

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in the Exchange Act Rules 13a-15(f) and 15d-15(f). Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, AMETEK, Inc. conducted an evaluation of the effectiveness of the Company's internal control over financial reporting as of December 31, 2023 based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on that evaluation, our management concluded that the Company's internal control over financial reporting was effective as of December 31, 2023.

The Company acquired Bison Gear & Engineering Corp. ("Bison") in March 2023, United Electronic Industries ("UEI") in August 2023, Amplifier Research Corp. ("Amplifier Research") in October 2023, and Paragon Medical ("Paragon") in December 2023. As permitted by the U.S. Securities and Exchange Commission staff interpretative guidance for newly acquired businesses, the Company excluded Bison, UEI, Amplifier Research, and Paragon from management's assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2023. Bison, UEI, Amplifier Research, and Paragon constituted 15.8% of total assets as of December 31, 2023 and 1.7% of net sales for the year then ended.

The Company's internal control over financial reporting as of December 31, 2023 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in their report, which is included herein.

/s/ DAVID A. ZAPICO

Chairman of the Board and Chief Executive Officer

February 22, 2024

/s/ WILLIAM J. BURKE

Executive Vice President – Chief Financial Officer

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM  
ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

To the Shareholders and the Board of Directors of AMETEK, Inc.

**Opinion on Internal Control over Financial Reporting**

We have audited AMETEK, Inc.'s internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, AMETEK, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

As indicated in the accompanying *Management's Report on Internal Control over Financial Reporting*, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of Bison Gear & Engineering, United Electronic Industries, Amplifier Research Corp., and Paragon Medical, which are included in the 2023 consolidated financial statements of the Company and constituted 15.8% of total assets as of December 31, 2023 and 1.7% of net sales for the year then ended. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of Bison Gear & Engineering, United Electronic Industries, Amplifier Research Corp., and Paragon Medical.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of AMETEK, Inc. as of December 31, 2023 and 2022, the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and our report dated February 22, 2024 expressed an unqualified opinion thereon.

**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/ ERNST & YOUNG LLP  
Philadelphia, Pennsylvania  
February 22, 2024

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM  
ON FINANCIAL STATEMENTS**

To the Shareholders and Board of Directors of AMETEK, Inc.:

**Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of AMETEK, Inc. (the Company) as of December 31, 2023 and 2022, the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes (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 at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

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, 2023, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 22, 2024 expressed an unqualified opinion thereon.

**Basis for Opinion**

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

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

**Critical Audit Matters**

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate 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 consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing a separate opinion on the critical audit matters or on the accounts or disclosures to which they relate.

**Impairment Assessment of Indefinite Lived Intangible Assets (other than Goodwill)**

*Description of the Matter*

At December 31, 2023, the Company's indefinite lived intangible assets (other than goodwill) totaled \$1,023.8 million, consisting of trademarks and trade names. As described in Note 1 to the consolidated financial statements, indefinite lived intangible assets are not amortized but are tested for impairment at least annually in the Company's fourth quarter.

Auditing management's indefinite lived intangible asset impairment tests was complex and highly judgmental due to the significant measurement uncertainty in estimating the fair value of the trademarks and trade names. In particular, the fair value estimates were sensitive to significant assumptions such as discount rate, forecasted revenues and royalty rates, which are affected by expectations about future market or economic conditions.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's indefinite lived intangible asset impairment process. For example, we tested controls over management's review of the valuation models and significant assumptions, including forecasted financial information, as well as management's controls to validate that the data used in the valuations was complete and accurate.

To test the estimated fair value of the Company's indefinite lived intangible assets, we performed audit procedures that included, among others, assessing the fair value methodologies utilized by management and the significant assumptions discussed above, including the underlying data used in the analyses. For example, when evaluating the significant assumptions, we compared them to current financial and operating plans, market and industry studies, historical trends, and royalty rates used in prior periods. We also assessed the historical accuracy of management's forecasts and performed sensitivity analyses of significant assumptions to evaluate the changes in the fair value estimates of the trademarks and trade names that would result from changes in the assumptions. We involved our valuation specialists to assist in evaluating the discount rate, royalty rate and valuation methodologies used by the Company.

**Accounting for the Provisional Fair Value of the Intangibles from the Acquisition of Paragon Medical**

*Description of the Matter*

As described in Note 6 to the consolidated financial statements, the Company completed the acquisition of Paragon Medical in December 2023 for consideration of \$1.9 billion, net of cash acquired. This acquisition has been accounted for as a business combination and the acquisition accounting was disclosed as provisional as of December 31, 2023.

Auditing the Company's estimated fair value of the acquired intangible assets for the acquisition of Paragon Medical was judgmental due to the subjectivity of the key inputs used by management in the internal valuation of the acquired identifiable intangible assets in the provisional purchase accounting. The key inputs to the fair value of the intangible assets of Paragon Medical included the comparison of the revenue growth and profitability of Paragon Medical compared to similar previous acquisitions by the Company.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's estimation of the fair value of the acquired intangible assets of Paragon Medical. For example, we tested controls over the valuation of acquired identifiable intangible assets including controls over management's review of the key inputs described above.

To test the provisional estimated fair value of the acquired intangible assets, we performed audit procedures that included, among others, assessing the reasonableness of the internal valuation utilized by management and comparing the key inputs in the internal valuation discussed above to previous comparable acquisitions of the Company. We also performed sensitivity analyses of the key inputs to evaluate the changes in the fair value estimates of the acquired identifiable intangible assets that would result from changes in the key inputs.

/s/ ERNST & YOUNG LLP

We have served as the Company's auditor since 1930.

Philadelphia, Pennsylvania

February 22, 2024

**AMETEK, Inc.**  
**Consolidated Statement of Income**  
(In thousands, except per share amounts)

|   | Year Ended December 31, |                     |                     |
|---|-------------------------|---------------------|---------------------|
|   | 2023                    | 2022                | 2021                |
| <b>Net sales</b>                            | <b>\$ 6,596,950</b>     | <b>\$ 6,150,530</b> | <b>\$ 5,546,514</b> |
| Cost of sales                               | 4,212,485               | 4,005,261           | 3,633,900           |
| Selling, general and administrative         | 677,006                 | 644,577             | 603,944             |
| Total operating expenses                    | 4,889,491               | 4,649,838           | 4,237,844           |
| <b>Operating income</b>                     | <b>1,707,459</b>        | <b>1,500,692</b>    | <b>1,308,670</b>    |
| Interest expense                            | ( 81,795 )              | ( 83,186 )          | ( 80,381 )          |
| Other (expense) income, net                 | ( 19,252 )              | 11,186              | ( 5,119 )           |
| Income before income taxes                  | 1,606,412               | 1,428,692           | 1,223,170           |
| Provision for income taxes                  | 293,224                 | 269,150             | 233,117             |
| <b>Net income</b>                           | <b>\$ 1,313,188</b>     | <b>\$ 1,159,542</b> | <b>\$ 990,053</b>   |
| Basic earnings per share                    | \$ 5.70                 | \$ 5.04             | \$ 4.29             |
| <b>Diluted earnings per share</b>           | <b>\$ 5.67</b>          | <b>\$ 5.01</b>      | <b>\$ 4.25</b>      |
| Weighted average common shares outstanding: |                         |                     |                     |
| Basic shares                                | 230,519                 | 230,208             | 230,955             |
| Diluted shares                              | 231,509                 | 231,536             | 232,813             |

See accompanying notes.

**AMETEK, Inc.**  
**Consolidated Statement of Comprehensive Income**  
(In thousands)

|   | Year Ended December 31, |                     |                     |
|---|-------------------------|---------------------|---------------------|
|   | 2023                    | 2022                | 2021                |
| <b>Net income</b>   | <b>\$ 1,313,188</b>     | <b>\$ 1,159,542</b> | <b>\$ 990,053</b>   |
| <b>Other comprehensive income (loss):</b>   |                         |                     |                     |
| Amounts arising during the period – gains (losses), net of tax (expense) benefit:   |                         |                     |                     |
| Foreign currency translation:   |                         |                     |                     |
| Translation adjustments   | 88,613                  | ( 123,756 )         | ( 47,331 )          |
| Change in long-term intercompany notes  | 5,420                   | ( 21,419 )          | ( 16,333 )          |
| Net investment hedge instruments (loss) gain, net of tax of \$ 8,058 , \$( 17,070 ) and \$( 12,631 ) in 2023, 2022 and 2021, respectively | ( 24,744 )              | 52,416              | 39,047              |
| Defined benefit pension plans:  |                         |                     |                     |
| Net actuarial gain (loss), net of tax of \$( 3,396 ) , \$ 4,769 and \$( 15,298 ) in 2023, 2022 and 2021, respectively                     | 11,869                  | ( 18,238 )          | 46,049              |
| Amortization of net actuarial loss, net of tax of \$( 2,801 ) , \$( 2,111 ) and \$( 4,103 ) in 2023, 2022 and 2021, respectively          | 8,769                   | 6,420               | 12,249              |
| Amortization of prior service costs, net of tax of \$( 25 ) , \$( 25 ) and \$( 114 ) in 2023, 2022 and 2021, respectively                 | 76                      | 76                  | 343                 |
| <b>Other comprehensive income (loss)</b>  | <b>90,003</b>           | <b>( 104,501 )</b>  | <b>34,024</b>       |
| <b>Total comprehensive income</b>   | <b>\$ 1,403,191</b>     | <b>\$ 1,055,041</b> | <b>\$ 1,024,077</b> |

See accompanying notes.

**AMETEK, Inc.**  
**Consolidated Balance Sheet**  
(In thousands, except share amounts)

|  | December 31,  |               |
|--|---------------|---------------|
|  | 2023          | 2022          |
| <b>ASSETS</b>  |               |               |
| Current assets:  |               |               |
| Cash and cash equivalents  | \$ 409,804    | \$ 345,386    |
| Receivables  | 1,012,932     | 919,335       |
| Inventories, net   | 1,132,471     | 1,044,284     |
| Other current assets   | 269,461       | 219,053       |
| Total current assets   | 2,824,668     | 2,528,058     |
| Property, plant and equipment, net   | 891,293       | 635,641       |
| Right of use assets, net   | 229,723       | 170,295       |
| Goodwill   | 6,447,629     | 5,372,562     |
| Other intangibles, net   | 4,165,317     | 3,342,085     |
| Investments and other assets   | 464,903       | 382,479       |
| Total assets   | \$ 15,023,533 | \$ 12,431,120 |
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>  |               |               |
| Current liabilities:   |               |               |
| Short-term borrowings and current portion of long-term debt, net   | \$ 1,417,915  | \$ 226,079    |
| Accounts payable   | 516,588       | 497,134       |
| Customer advanced payments   | 375,513       | 357,674       |
| Income taxes payable   | 69,567        | 48,171        |
| Accrued liabilities and other  | 502,990       | 435,144       |
| Total current liabilities  | 2,882,573     | 1,564,202     |
| Long-term debt, net  | 1,895,432     | 2,158,928     |
| Deferred income taxes  | 836,695       | 694,267       |
| Other long-term liabilities  | 678,642       | 537,211       |
| Total liabilities  | 6,293,342     | 4,954,608     |
| Stockholders' equity:  |               |               |
| Preferred stock, \$ 0.01 par value; authorized 5,000,000 shares; none issued   | —             | —             |
| Common stock, \$ 0.01 par value; authorized 800,000,000 shares; issued: 2023 – 269,284,250 shares; 2022 – 268,588,293 shares | 2,709         | 2,700         |
| Capital in excess of par value   | 1,168,694     | 1,094,236     |
| Retained earnings  | 9,940,343     | 8,857,485     |
| Accumulated other comprehensive loss   | ( 484,942 )   | ( 574,945 )   |
| Treasury stock: 2023 – 38,354,154 shares; 2022 – 38,537,635 shares   | ( 1,896,613 ) | ( 1,902,964 ) |
| Total stockholders' equity   | 8,730,191     | 7,476,512     |
| Total liabilities and stockholders' equity   | \$ 15,023,533 | \$ 12,431,120 |

See accompanying notes.

**AMETEK, Inc.**  
**Consolidated Statement of Stockholders' Equity**  
(In thousands)

|   | Year Ended December 31, |                     |                     |
|---|-------------------------|---------------------|---------------------|
|   | 2023                    | 2022                | 2021                |
| <b>Capital stock</b>  |                         |                     |                     |
| Preferred stock, \$ 0.01 par value  | \$ —                    | \$ —                | \$ —                |
| Common stock, \$ 0.01 par value   |                         |                     |                     |
| Balance at the beginning of the year  | 2,700                   | 2,689               | 2,676               |
| Shares issued   | 9                       | 11                  | 13                  |
| Balance at the end of the year  | 2,709                   | 2,700               | 2,689               |
| <b>Capital in excess of par value</b>   |                         |                     |                     |
| Balance at the beginning of the year  | 1,094,236               | 1,012,526           | 921,752             |
| Issuance of common stock under employee stock plans   | 28,259                  | 34,335              | 44,671              |
| Share-based compensation costs  | 46,199                  | 47,375              | 46,103              |
| Balance at the end of the year  | 1,168,694               | 1,094,236           | 1,012,526           |
| <b>Retained earnings</b>  |                         |                     |                     |
| Balance at the beginning of the year  | 8,857,485               | 7,900,113           | 7,094,656           |
| Net income  | 1,313,188               | 1,159,542           | 990,053             |
| Cash dividends paid   | ( 230,329 )             | ( 202,169 )         | ( 184,595 )         |
| Other   | ( 1 )                   | ( 1 )               | ( 1 )               |
| Balance at the end of the year  | 9,940,343               | 8,857,485           | 7,900,113           |
| <b>Accumulated other comprehensive (loss) income</b>  |                         |                     |                     |
| Foreign currency translation:   |                         |                     |                     |
| Balance at the beginning of the year  | ( 368,124 )             | ( 275,365 )         | ( 250,748 )         |
| Translation adjustments   | 88,613                  | ( 123,756 )         | ( 47,331 )          |
| Change in long-term intercompany notes  | 5,420                   | ( 21,419 )          | ( 16,333 )          |
| Net investment hedge instruments (loss) gain, net of tax of \$ 8,058 , \$( 17,070 ) and \$( 12,631 ) in 2023, 2022 and 2021, respectively | ( 24,744 )              | 52,416              | 39,047              |
| Balance at the end of the year  | ( 298,835 )             | ( 368,124 )         | ( 275,365 )         |
| Defined benefit pension plans:  |                         |                     |                     |
| Balance at the beginning of the year  | ( 206,821 )             | ( 195,079 )         | ( 253,720 )         |
| Net actuarial gain (loss), net of tax of \$( 3,396 ) , \$ 4,769 and \$( 15,298 ) in 2023, 2022 and 2021, respectively                     | 11,869                  | ( 18,238 )          | 46,049              |
| Amortization of net actuarial loss, net of tax of \$( 2,801 ) , \$( 2,111 ) and \$( 4,103 ) in 2023, 2022 and 2021, respectively          | 8,769                   | 6,420               | 12,249              |
| Amortization of prior service costs, net of tax of \$( 25 ) , \$( 25 ) and \$( 114 ) in 2023, 2022 and 2021, respectively                 | 76                      | 76                  | 343                 |
| Balance at the end of the year  | ( 186,107 )             | ( 206,821 )         | ( 195,079 )         |
| Accumulated other comprehensive loss at the end of the year   | ( 484,942 )             | ( 574,945 )         | ( 470,444 )         |
| <b>Treasury stock</b>   |                         |                     |                     |
| Balance at the beginning of the year  | ( 1,902,964 )           | ( 1,573,000 )       | ( 1,565,270 )       |
| Issuance of common stock under employee stock plans   | 14,123                  | 2,857               | 6,981               |
| Purchase of treasury stock  | ( 7,772 )               | ( 332,821 )         | ( 14,711 )          |
| Balance at the end of the year  | ( 1,896,613 )           | ( 1,902,964 )       | ( 1,573,000 )       |
| <b>Total stockholders' equity</b>   | <b>\$ 8,730,191</b>     | <b>\$ 7,476,512</b> | <b>\$ 6,871,884</b> |

See accompanying notes.

**AMETEK, Inc.**  
**Consolidated Statement of Cash Flows**  
(In thousands)

|  | Year Ended December 31, |              |               |
|--|-------------------------|--------------|---------------|
|  | 2023                    | 2022         | 2021          |
| <b>Cash provided by (used for):</b>                                |                         |              |               |
| <b>Operating activities:</b>                                       |                         |              |               |
| Net income   | \$ 1,313,188            | \$ 1,159,542 | \$ 990,053    |
| Adjustments to reconcile net income to total operating activities: |                         |              |               |
| Depreciation and amortization                                      | 337,636                 | 319,427      | 292,112       |
| Deferred income taxes  | ( 91,903 )              | ( 67,818 )   | ( 29,762 )    |
| Share-based compensation expense                                   | 46,199                  | 47,375       | 46,103        |
| Gain on sale of business/investment                                | —                       | ( 3,584 )    | ( 6,349 )     |
| Gain on sale of facilities   | ( 120 )                 | ( 7,054 )    | —             |
| Changes in assets and liabilities, net of acquisitions:            |                         |              |               |
| Decrease (increase) in receivables                                 | 8,451                   | ( 86,713 )   | ( 172,791 )   |
| Decrease (increase) in inventories and other current assets        | 56,619                  | ( 322,467 )  | ( 129,593 )   |
| Increase in payables, accruals and income taxes                    | 10,433                  | 95,481       | 212,101       |
| Increase (decrease) in other long-term liabilities                 | 67,283                  | 47,226       | ( 35,104 )    |
| Pension contributions  | ( 8,671 )               | ( 8,959 )    | ( 10,277 )    |
| Other, net   | ( 3,819 )               | ( 23,083 )   | 3,964         |
| Total operating activities   | 1,735,296               | 1,149,373    | 1,160,457     |
| <b>Investing activities:</b>                                       |                         |              |               |
| Additions to property, plant and equipment                         | ( 136,249 )             | ( 139,005 )  | ( 110,671 )   |
| Purchases of businesses, net of cash acquired                      | ( 2,237,910 )           | ( 429,714 )  | ( 1,959,218 ) |
| Proceeds from sale of business/investment                          | —                       | 3,734        | 12,000        |
| Proceeds from sale of facilities                                   | 880                     | 11,754       | 2,341         |
| Other, net   | ( 3,151 )               | 471          | ( 294 )       |
| Total investing activities   | ( 2,376,430 )           | ( 552,760 )  | ( 2,055,842 ) |
| <b>Financing activities:</b>                                       |                         |              |               |
| Net change in short-term borrowings                                | 892,282                 | ( 73,691 )   | 243,615       |
| Repayments of long-term borrowings                                 | —                       | —            | ( 59,718 )    |
| Repurchases of common stock  | ( 7,772 )               | ( 332,821 )  | ( 14,711 )    |
| Cash dividends paid  | ( 230,329 )             | ( 202,169 )  | ( 184,595 )   |
| Proceeds from stock option exercises                               | 50,850                  | 49,937       | 60,297        |
| Other, net   | ( 7,748 )               | ( 16,955 )   | ( 5,551 )     |
| Total financing activities   | 697,283                 | ( 575,699 )  | 39,337        |
| Effect of exchange rate changes on cash and cash equivalents       | 8,269                   | ( 22,300 )   | ( 10,002 )    |
| Increase (decrease) in cash and cash equivalents                   | 64,418                  | ( 1,386 )    | ( 866,050 )   |
| <b>Cash and cash equivalents:</b>                                  |                         |              |               |
| Beginning of year  | 345,386                 | 346,772      | 1,212,822     |
| End of year  | \$ 409,804              | \$ 345,386   | \$ 346,772    |

See accompanying notes.

**AMETEK, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Significant Accounting Policies**

*Basis of Consolidation*

The accompanying consolidated financial statements reflect the results of operations, financial position and cash flows of AMETEK, Inc. (the "Company"), and include the accounts of the Company and subsidiaries, after elimination of all intercompany transactions in the consolidation.

*Use of Estimates*

The preparation of financial statements in conformity with U.S. generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates and assumptions.

*Cash Equivalents, Securities and Other Investments*

All highly liquid investments with maturities of three months or less when purchased are considered cash equivalents.

*Accounts Receivable*

The Company maintains allowances for estimated credit losses resulting from the inability of customers to meet their financial obligations to the Company. The Company recognizes an allowance for credit losses, on all accounts receivable and contract assets, which considers risk of future credit losses based on factors such as historical experience, contract terms, as well as general and market business conditions, country, and political risk. Balances are written off when considered uncollectible. Bad debt expense was \$ 4.0 million in 2023, \$ 3.7 million in 2022 and \$ 1.2 million in 2021. At December 31, 2023 and 2022, the allowance for estimated credit losses was \$ 13.2 million and \$ 14.1 million, respectively.

*Inventories*

The Company predominantly uses the first-in, first-out ("FIFO") method of inventory accounting, which approximates current replacement cost, at December 31, 2023. The last-in, first-out ("LIFO") method of accounting is used to determine cost for 9 % of the Company's inventory at December 31, 2023. For inventories where cost is determined by the LIFO method, the FIFO value would have been \$ 39.0 million and \$ 40.3 million higher than the LIFO value reported in the consolidated balance sheet at December 31, 2023 and 2022, respectively. The Company provides estimated inventory reserves for slow-moving and obsolete inventory based on current assessments about future demand, market conditions, customers who may be experiencing financial difficulties and related management initiatives.

*Business Combinations*

The Company allocates the purchase price of an acquired company, including when applicable, the acquisition date fair value of contingent consideration between tangible and intangible assets acquired and liabilities assumed from the acquired business based on their estimated fair values, with the residual of the purchase price recorded as goodwill. The results of operations of the acquired business are included in the Company's operating results from the date of acquisition.

*Property, Plant and Equipment*

Property, plant and equipment are stated at cost. Expenditures for additions to plant facilities, or that extend their useful lives, are capitalized. The cost of minor tools, jigs and dies, and maintenance and repairs is charged to expense as incurred. Depreciation of plant and equipment is calculated principally on a straight-line basis over the estimated useful lives of the related assets. The range of lives for depreciable assets is generally three to 10 years for machinery and equipment, five to 27 years for leasehold improvements and 25 to 50 years for buildings.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Depreciation expense was \$ 122.5 million, \$ 113.7 million and \$ 108.5 million for the years ended December 31, 2023, 2022, and 2021, respectively.

*Goodwill and Other Intangible Assets*

Goodwill and other intangible assets with indefinite lives, primarily trademarks and trade names, are not amortized; rather, they are tested for impairment at least annually.

The Company identifies its reporting units at the component level, which is one level below its operating segments. Generally, goodwill arises from acquisitions of specific operating companies and is assigned to the reporting unit in which the operating company resides. The Company's reporting units are divisions that are one level below its operating segments and for which discrete financial information is prepared and regularly reviewed by segment management.

When testing goodwill for impairment, the Company has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the estimated fair value of a reporting unit is less than its carrying amount. If the Company performs a qualitative assessment and determines that an impairment is more likely than not, then performance of a quantitative impairment test is required. In conducting a qualitative assessment, the Company analyzes actual and forecasted net sales and selling profit for each reporting unit, as well as historical performance and the results of prior quantitative tests performed. Additionally, the Company assesses critical areas that may impact its business, including macroeconomic conditions, industry and market conditions, cost factors, or any relevant events and factors that may impact projected financial results.

If performed, the quantitative goodwill impairment test is performed using a discounted cash flow analysis to determine the fair value of each reporting unit, which considers cash flows discounted at an appropriate discount rate. The annual goodwill impairment test requires the Company to make a number of assumptions and estimates concerning future levels of revenue growth, operating margins, depreciation, amortization and working capital requirements, which are based on the Company's long-range plan and are considered level 3 inputs. The discount rate is an estimate of the overall after-tax rate of return required by a market participant whose weighted average cost of capital includes both equity and debt, including a risk premium. While the Company uses the best available information to prepare its cash flow and discount rate assumptions, actual future cash flows or market conditions could differ significantly resulting in future impairment charges related to recorded goodwill balances.

During the fourth quarter of 2023, the Company completed its annual goodwill impairment tests and elected to perform a qualitative assessment.

The impairment test for indefinite-lived intangibles other than goodwill (primarily trademarks and trade names) consists of a comparison of the estimated fair value of the indefinite-lived intangible asset to the carrying value of the asset as of the impairment testing date. The Company estimates the fair value of its indefinite-lived intangibles using the relief from royalty method using level 3 inputs for revenue growth rates and royalty rates. The fair value derived from the relief from royalty method is measured as the discounted cash flow savings realized from owning such trademarks and trade names and not having to pay a royalty for their use.

The Company completed its required annual impairment tests in the fourth quarter of 2023, 2022, and 2021 and determined that the carrying values of the Company's goodwill were not impaired. The Company completed its required annual indefinite-lived intangibles impairment test as of October 1, 2023 and determined that the carrying values of certain of the Company's trademarks and trade names with indefinite lives were impaired primarily as a result of higher discount rates associated with higher interest rates, as well as decreased forecasted sales growth of specific product lines. As a result, during the fourth quarter of 2023, the Company recorded an immaterial non-cash impairment charge related to certain of the Company's trade names. The Company completed its required annual impairment test in the fourth quarter of 2022 and determined that the carrying values of certain of the Company's trademarks and trade names with indefinite lives were impaired and as a result, during the fourth quarter of 2022, the Company recorded an immaterial non-cash impairment charge related to certain of the Company's trade names. The

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Company completed its required annual impairment test in the fourth quarter of 2021 and determined that the carrying values of the Company's other intangible assets with indefinite lives were not impaired.

Other intangible assets with finite lives are evaluated for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. The carrying value of other intangible assets with finite lives is considered impaired when the total projected undiscounted cash flows from the asset group are less than the carrying value. In that event, a loss is recognized based on the amount by which the carrying value exceeds the fair value of those assets. Fair value is determined primarily using present value techniques based on projected cash flows from the asset group.

Intangible assets, other than goodwill, with definite lives are amortized over their estimated useful lives. Patents and technology are being amortized over useful lives of nine to 20 years, with a weighted average life of 14 years. Customer relationships are being amortized over a period of ten to 20 years, with a weighted average life of 19 years. On a quarterly basis, the Company evaluates the reasonableness of the estimated useful lives of these intangible assets.

*Financial Instruments and Foreign Currency Translation*

Assets and liabilities of foreign operations are translated using exchange rates in effect at the balance sheet date and their results of operations are translated using average exchange rates for the year. Certain transactions of the Company and its subsidiaries are denominated in currencies other than their functional currency. Exchange gains and losses from those transactions are included in operating results for the year.

The Company makes infrequent use of derivative financial instruments. Forward contracts are primarily entered into from time to time to hedge debt or foreign currency transactions, thereby minimizing the Company's exposure to foreign currency fluctuation.

In instances where transactions are designated as hedges of an underlying item, the gains and losses on those transactions are included in accumulated other comprehensive income within stockholders' equity to the extent they are effective as hedges. An evaluation of hedge effectiveness is performed by the Company at inception and on an ongoing basis and any changes in the hedge are made as appropriate.

*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 fixed asset for a period of time in exchange for consideration. The Company has lease agreements which include lease and non-lease components, which the Company has elected to account for as a single lease component for all classes of underlying assets. Lease expense for variable lease components are recognized when the obligation is probable.

Operating leases are included in right-of-use ("ROU") assets, accrued liabilities and other, and other long-term liabilities on our consolidated balance sheets. Operating lease ROU assets and liabilities are recognized at commencement date 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. The Company primarily leases buildings (real estate) and automobiles which are classified as operating leases.

The lease term for all of the Company's leases includes the non-cancellable 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. Options for lease renewals have been excluded from the lease term (and lease liability) for the majority of the Company's leases as the reasonably certain threshold is not met.

Lease payments included in the measurement of the lease liability are comprised of fixed and variable payments that depend on an index or rate.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Variable lease payments not dependent on a rate or index associated with the Company's leases are recognized when the events, activities, or circumstances in the lease agreement on which those payments are assessed are probable. Variable lease payments are presented as operating expense in the Company's income statement in the same line item as expense arising from fixed lease payments. Cash used in operations for operating leases is not materially different than total lease costs.

#### *Revenue Recognition*

Revenue is derived from sales of products and services. The Company's products and services are marketed and sold worldwide through two operating groups: EIG and EMG. See Note 15 *Descriptive Information about Reportable Segments*.

The majority of the Company's revenues on product sales were recognized at a point in time when the customer obtains control of the product. The transfer in control of the product to the customer was typically evidenced by one or more of the following: the customer having legal title to the product, the Company's present right to payment, the customer's physical possession of the product, the customer accepting the product, or the customer having the benefits of ownership or risk of loss. For a small percentage of sales where title and risk of loss transfers at the point of delivery, the Company recognized revenue upon delivery to the customer, which is the point that control transferred, assuming all other criteria for revenue recognition were met.

The Company determined that revenues from certain of its customer contracts met the criteria of satisfying its performance obligations over time, primarily in the areas of the manufacture of custom-made equipment and for service repairs of customer-owned equipment. Recognizing revenue over time for custom-manufactured equipment is based on the Company's judgment that, in certain contracts, the product does not have an alternative use and the Company has an enforceable right to payment for performance completed to date.

The Company recognizes incremental cost of obtaining contracts as an expense when incurred if the amortization period of the contract cost assets that the Company would have otherwise recognized is one year or less. These costs are included in Selling, general and administrative expenses in the consolidated statement of income.

The determination of the revenue to be recognized in each period for performance obligations satisfied over time is based on the input method. The Company recognizes revenue over time as it performs on these contracts because the transfer of control to the customer occurs over time. Revenue is recognized based on the extent of progress towards completion of the performance obligation. The Company generally uses the total cost-to-cost input method of progress because it best depicts the transfer of control to the customer that occurs as costs are incurred. Under the cost-to-cost method, the extent of progress towards completion is measured based on the proportion of costs incurred to date to the total estimated costs at completion of the performance obligation. On certain contracts, labor hours are used as the measure of progress when it is determined to be a better depiction of the transfer of control to the customer due to the timing and pattern of labor hours incurred.

Performance obligations also include post-delivery service, installation and training. Post-delivery service revenues are recognized over the contract term. Installation and training revenues are recognized over the period the service is provided. Warranty terms in customer contracts can also be considered separate performance obligations if the warranty provides services beyond assurance that a product complies with agreed-upon specification or if a warranty can be purchased separately. The Company does not incur significant obligations for customer returns and refunds.

The Company has certain contracts with variable consideration in the form of volume discounts, rebates and early payment options, which may affect the transaction price used as the basis for revenue recognition.

Payment terms generally begin upon shipment of the product. The Company does have contracts with multiple billing terms that are all due within one year from when the product is delivered. No significant financing component exists. Payment terms are generally 30-60 days from the time of shipment or customer acceptance, but

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

terms can be shorter or longer, not exceeding one year. For customer contracts that have revenue recognized over time, revenue is generally recognized prior to a payment being due from the customer. In such cases, the Company recognizes a contract asset at the time the revenue is recognized. When payment becomes due based on the contract terms, the Company reduces the contract asset and records a receivable. In contracts with billing milestones or in other instances with a long production cycle or concerns about credit, customer advance payments are received. The Company may receive a payment in excess of revenue recognized to that date. In these circumstances, a contract liability is recorded. Contract liabilities are derecognized when the performance obligations are satisfied, and revenue is recognized.

*Research and Development*

Research and development costs are included in Cost of sales as incurred and were \$ 220.8 million in 2023, \$ 198.8 million in 2022 and \$ 194.2 million in 2021.

*Shipping and Handling Costs*

Shipping and handling costs are included in Cost of sales and were \$ 77.9 million in 2023, \$ 103.7 million in 2022 and \$ 86.1 million in 2021.

*Share-Based Compensation*

The Company expenses the fair value of share-based awards made under its share-based plans in the consolidated financial statements over their requisite service period of the grants.

*Income Taxes*

The Company conducts a broad range of operations around the world and is therefore subject to complex tax regulations in numerous international taxing jurisdictions, resulting at times in tax audits, disputes and potential litigation, the outcome of which is uncertain. Management must make judgments currently about such uncertainties and determine estimates of the Company's tax assets and liabilities. To the extent the final outcome differs, future adjustments to the Company's tax assets and liabilities may be necessary.

The Company assesses the realizability of its deferred tax assets, taking into consideration the Company's forecast of future taxable income, available net operating loss carryforwards and available tax planning strategies that could be implemented to realize the deferred tax assets. Based on this assessment, management must evaluate the need for, and amount of, valuation allowances against the Company's deferred tax assets. To the extent facts and circumstances change in the future, adjustments to the valuation allowances may be required.

The Company assesses the uncertainty in its tax positions, by applying a minimum recognition threshold which a tax position is required to meet before a tax benefit is recognized in the financial statements. Once the minimum threshold is met, using a more likely than not standard, a series of probability estimates is made for each item to properly measure and record a tax benefit. The tax benefit recorded is generally equal to the highest probable outcome that is more than 50% likely to be realized after full disclosure and resolution of a tax examination. The underlying probabilities are determined based on the best available objective evidence such as recent tax audit outcomes, published guidance, external expert opinion, or by analogy to the outcome of similar issues in the past. There can be no assurance that these estimates will ultimately be realized given continuous changes in tax policy, legislation and audit practice. The Company recognizes interest and penalties accrued related to uncertain tax positions in income tax expense.

**AMETEK, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**

### *Pensions*

The Company has U.S. and foreign defined benefit and defined contribution pension plans. The key assumptions in determining the Company's pension income or expense are the assumed pension liability discount rate and the expected return on plan assets. All unrecognized prior service costs, remaining transition obligations or assets and actuarial gains and losses have been recognized, net of tax effects, as a charge to accumulated other comprehensive income in stockholders' equity and will be amortized as a component of net periodic pension cost. The Company uses a measurement date of December 31 (its fiscal year end) for its U.S. and foreign defined benefit plans.

### *Earnings Per Share*

The calculation of basic earnings per share is based on the weighted average number of common shares considered outstanding during the periods. The calculation of diluted earnings per share reflects the effect of all potentially dilutive securities (principally outstanding stock options and restricted stock grants). The number of weighted average shares used in the calculation of basic earnings per share and diluted earnings per share was as follows for the years ended December 31:

|                                 | 2023           | 2022           | 2021           |
|---------------------------------|----------------|----------------|----------------|
|                                 | (In thousands) |                |                |
| Weighted average shares:        |                |                |                |
| Basic shares                    | 230,519        | 230,208        | 230,955        |
| Equity-based compensation plans | 990            | 1,328          | 1,858          |
| Diluted shares                  | <u>231,509</u> | <u>231,536</u> | <u>232,813</u> |

The calculation of diluted earnings per share for 2022 excluded an immaterial number of stock options because the exercise prices of these stock options exceeded the average market price of the Company's common shares, and the effect of their inclusion would have been antidilutive. There were no antidilutive shares in 2023 and 2021.

## **2. Recent Accounting Pronouncements**

### *Recent Accounting Pronouncements*

In November 2023, the FASB issued ASU No. 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures ("ASU 2023-07"), which requires disclosure of significant segment expenses and other segment items on an annual and interim basis under ASC 280. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and for interim periods beginning after December 15, 2024. Early adoption is permitted and the amendments in this ASU should be applied on a retrospective basis to all periods presented. The Company has not determined the impact ASU 2023-07 may have on the Company's financial statement disclosures.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures ("ASU 2023-09"), which improves income tax disclosures by requiring (1) consistent categories and greater disaggregation of information in the rate reconciliation and (2) income taxes paid disaggregated by jurisdiction. It also includes certain other amendments to improve the effectiveness of income tax disclosures. ASU 2023-09 is effective for annual periods beginning after December 15, 2024. Early adoption is permitted. The ASU indicates that all entities will apply its guidance prospectively with an option for retroactive application to each period in the financial statements. The Company has not determined the impact ASU 2023-09 may have on the Company's financial statement disclosures.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

### 3. Revenues

The outstanding contract asset and liability accounts were as follows:

|   | 2023                 | 2022          |
|---|----------------------|---------------|
|   | (In thousands)       |               |
| Contract assets – January 1                 | \$ 119,741           | \$ 95,274     |
| Contract assets – December 31               | <b>140,826</b>       | 119,741       |
| Change in contract assets – increase        | <b>21,085</b>        | 24,467        |
| Contract liabilities – January 1            | 398,692              | 328,816       |
| Contract liabilities – December 31          | <b>432,830</b>       | 398,692       |
| Change in contract liabilities – (increase) | <b>( 34,138 )</b>    | ( 69,876 )    |
| Net change                                  | <b>\$ ( 13,053 )</b> | \$ ( 45,409 ) |

The net change in 2023 and 2022 was primarily driven by the receipt of advance payments from customers exceeding the recognition of revenue and customer advance payments from acquired businesses. For the years ended December 31, 2023 and 2022, the Company recognized revenue of \$ 345 million and \$ 272 million, respectively, that was previously included in the beginning balance of contract liabilities.

Contract assets are reported as a component of Other current assets in the consolidated balance sheet. At December 31, 2023 and 2022, \$ 57.3 million and \$ 41.0 million, respectively, of Customer advanced payments (contract liabilities) were recorded in Other long-term liabilities in the consolidated balance sheet.

The remaining performance obligations exceeding one year as of December 31, 2023 and 2022 were \$ 607.5 million and \$ 526.0 million, respectively. Remaining performance obligations represent the transaction price of firm, non-cancelable orders, with expected delivery dates to customers greater than one year from the balance sheet date, for which the performance obligation is unsatisfied or partially unsatisfied. These performance obligations will be substantially satisfied within two to three years .

#### Geographic Areas

Net sales were attributed to geographic areas based on the location of the customer. Information about the Company's operations in different geographic areas was as follows for the year ended December 31:

|                                | 2023                |                     |                     |
|--------------------------------|---------------------|---------------------|---------------------|
|                                | EIG                 | EMG                 | Total               |
|                                | (In thousands)      |                     |                     |
| United States                  | <b>\$ 2,377,316</b> | <b>\$ 1,091,468</b> | <b>\$ 3,468,784</b> |
| International <sup>(1)</sup> : |                     |                     |                     |
| United Kingdom                 | 99,718              | 114,770             | 214,488             |
| European Union countries       | 518,758             | 426,219             | 944,977             |
| Asia                           | 1,175,703           | 202,425             | 1,378,128           |
| Other foreign countries        | 452,755             | 137,818             | 590,573             |
| Total international            | <b>2,246,934</b>    | <b>881,232</b>      | <b>3,128,166</b>    |
| Consolidated net sales         | <b>\$ 4,624,250</b> | <b>\$ 1,972,700</b> | <b>\$ 6,596,950</b> |

(1) Includes U.S. export sales of \$ 1,732.4 million.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

|                                | 2022           |              |              |
|--------------------------------|----------------|--------------|--------------|
|                                | EIG            | EMG          | Total        |
|                                | (In thousands) |              |              |
| United States                  | \$ 2,171,684   | \$ 982,579   | \$ 3,154,263 |
| International <sup>(1)</sup> : |                |              |              |
| United Kingdom                 | 92,668         | 117,788      | 210,456      |
| European Union countries       | 510,052        | 420,756      | 930,808      |
| Asia                           | 1,050,843      | 266,011      | 1,316,854    |
| Other foreign countries        | 404,106        | 134,043      | 538,149      |
| Total international            | 2,057,669      | 938,598      | 2,996,267    |
| Consolidated net sales         | \$ 4,229,353   | \$ 1,921,177 | \$ 6,150,530 |

(1) Includes U.S. export sales of \$ 1,688.7 million.

|                                | 2021           |              |              |
|--------------------------------|----------------|--------------|--------------|
|                                | EIG            | EMG          | Total        |
|                                | (In thousands) |              |              |
| United States                  | \$ 1,910,203   | \$ 890,737   | \$ 2,800,940 |
| International <sup>(1)</sup> : |                |              |              |
| United Kingdom                 | 96,206         | 121,290      | 217,496      |
| European Union countries       | 482,426        | 403,890      | 886,316      |
| Asia                           | 927,027        | 254,370      | 1,181,397    |
| Other foreign countries        | 347,896        | 112,469      | 460,365      |
| Total international            | 1,853,555      | 892,019      | 2,745,574    |
| Consolidated net sales         | \$ 3,763,758   | \$ 1,782,756 | \$ 5,546,514 |

(1) Includes U.S. export sales of \$ 1,475.6 million

#### Major Products and Services

The Company's major products and services in the reportable segments were as follows for the year ended December 31:

|  | 2023           |              |              |
|--|----------------|--------------|--------------|
|  | EIG            | EMG          | Total        |
|  | (In thousands) |              |              |
| Process and analytical instrumentation | \$ 3,267,698   | \$ —         | \$ 3,267,698 |
| Aerospace and power                    | 1,356,552      | 588,446      | 1,944,998    |
| Automation and engineered solutions    | —              | 1,384,254    | 1,384,254    |
| Consolidated net sales                 | \$ 4,624,250   | \$ 1,972,700 | \$ 6,596,950 |

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

|  | 2022                |                     |                     |
|--|---------------------|---------------------|---------------------|
|  | EIG                 | EMG                 | Total               |
|  | (In thousands)      |                     |                     |
| Process and analytical instrumentation | \$ 3,061,263        | \$ —                | \$ 3,061,263        |
| Aerospace and power                    | 1,168,090           | 549,735             | 1,717,825           |
| Automation and engineered solutions    | —                   | 1,371,442           | 1,371,442           |
| Consolidated net sales                 | <u>\$ 4,229,353</u> | <u>\$ 1,921,177</u> | <u>\$ 6,150,530</u> |
|  | 2021                |                     |                     |
|  | EIG                 | EMG                 | Total               |
|  | (In thousands)      |                     |                     |
| Process and analytical instrumentation | \$ 2,627,476        | \$ —                | \$ 2,627,476        |
| Aerospace and power                    | 1,136,282           | 506,925             | 1,643,207           |
| Automation and engineered solutions    | —                   | 1,275,831           | 1,275,831           |
| Consolidated net sales                 | <u>\$ 3,763,758</u> | <u>\$ 1,782,756</u> | <u>\$ 5,546,514</u> |

*Timing of Revenue Recognition*

The Company's timing of revenue recognition was as follows for the year ended December 31:

|   | 2023                |                     |                     |
|---|---------------------|---------------------|---------------------|
|   | EIG                 | EMG                 | Total               |
|   | (In thousands)      |                     |                     |
| Products transferred at a point in time     | \$ 3,831,321        | \$ 1,772,329        | \$ 5,603,650        |
| Products and services transferred over time | 792,929             | 200,371             | 993,300             |
| Consolidated net sales                      | <u>\$ 4,624,250</u> | <u>\$ 1,972,700</u> | <u>\$ 6,596,950</u> |
|   | 2022                |                     |                     |
|   | EIG                 | EMG                 | Total               |
|   | (In thousands)      |                     |                     |
| Products transferred at a point in time     | \$ 3,471,118        | \$ 1,680,558        | \$ 5,151,676        |
| Products and services transferred over time | 758,235             | 240,619             | 998,854             |
| Consolidated net sales                      | <u>\$ 4,229,353</u> | <u>\$ 1,921,177</u> | <u>\$ 6,150,530</u> |
|   | 2021                |                     |                     |
|   | EIG                 | EMG                 | Total               |
|   | (In thousands)      |                     |                     |
| Products transferred at a point in time     | \$ 3,048,819        | \$ 1,596,911        | \$ 4,645,730        |
| Products and services transferred over time | 714,939             | 185,845             | 900,784             |
| Consolidated net sales                      | <u>\$ 3,763,758</u> | <u>\$ 1,782,756</u> | <u>\$ 5,546,514</u> |

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

*Product Warranties*

The Company provides limited warranties in connection with the sale of its products. The warranty periods for products sold vary among the Company's operations, but the majority do not exceed one year. The Company calculates its warranty expense provision based on its historical warranty experience and adjustments are made periodically to reflect actual warranty expenses. Product warranty obligations are reported as a component of Accrued liabilities and other in the consolidated balance sheet.

Changes in the accrued product warranty obligation were as follows:

|  | 2023             | 2022             | 2021             |
|--|------------------|------------------|------------------|
|  | (In thousands)   |                  |                  |
| Balance at the beginning of the year                                       | \$ 26,487        | \$ 27,478        | \$ 27,839        |
| Accruals for warranties issued during the year                             | 23,308           | 11,414           | 11,518           |
| Settlements made during the year   | ( 14,219 )       | ( 11,835 )       | ( 13,669 )       |
| Warranty accruals related to acquired businesses and other during the year | 1,511            | ( 570 )          | 1,790            |
| Balance at the end of the year   | <u>\$ 37,087</u> | <u>\$ 26,487</u> | <u>\$ 27,478</u> |

#### 4. Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. The Company utilizes a hierarchy for disclosure of the inputs to the valuations used to measure fair value. The hierarchy prioritizes the inputs into three broad levels as follows:

Level 1 - quoted prices (unadjusted) in active markets for identical assets or liabilities

Level 2 - quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument

Level 3 - unobservable inputs based on the Company's own assumptions used to measure assets and liabilities at fair value

A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The following tables provide the Company's assets and liabilities that are measured at fair value on a recurring basis at December 31:

|                                    | 2023           |           |         |         |
|------------------------------------|----------------|-----------|---------|---------|
|                                    | Total          | Level 1   | Level 2 | Level 3 |
|                                    | (In thousands) |           |         |         |
| Mutual fund investments            | \$ 11,922      | \$ 11,922 | \$ —    | \$ —    |
| Foreign currency forward contracts | 2,035          | —         | 2,035   | —       |

**AMETEK, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**

|                                    | 2022           |          |         |         |
|------------------------------------|----------------|----------|---------|---------|
|                                    | Total          | Level 1  | Level 2 | Level 3 |
|                                    | (In thousands) |          |         |         |
| Mutual fund investments            | \$ 9,856       | \$ 9,856 | \$ —    | \$ —    |
| Foreign currency forward contracts | 3,032          | —        | 3,032   | —       |

The fair value of mutual fund investments is based on quoted market prices. The mutual fund investments are shown as a component of long-term assets in the consolidated balance sheet. For the years ended December 31, 2023 and 2022, gains and losses on the investments were not significant.

#### *Foreign Currency*

At December 31, 2023, the Company had a Euro forward contract for a notional value of 50.0 million Euros. At December 31, 2022 the Company had a Euro forward contract for a total notional value of 40.0 million Euros and a Canadian dollar forward contract for a notional value of 26.5 million Canadian dollars. Foreign currency forward contracts are valued as level 2 assets as they are corroborated by foreign currency exchange rates and shown as a component of other current assets in the consolidated balance sheet. For the year ended December 31, 2023 and 2022, realized gains and losses on foreign currency forward contracts were not significant. The Company does not typically designate its foreign currency forward contracts as accounting hedges.

#### *Financial Instruments*

Cash, cash equivalents and mutual fund investments are recorded at fair value at December 31, 2023 and 2022 in the consolidated balance sheet.

The fair value of short-term borrowings, net approximates the carrying value. The Company's long-term debt, net is all privately held with no public market for this debt, therefore, the fair value of long-term debt, net was computed based on comparable current market data for similar debt instruments and is considered to be a level 3 liability. At December 31, 2023 and 2022, the fair value of long-term debt (including current portion) was \$ 2,087.6 million and \$ 2,010.9 million and the recorded amount of long-term debt (including current portion) was \$ 2,197.5 million and \$ 2,161.6 million, respectively. See Note 10 for long-term debt principal amounts, interest rates and maturities.

### **5. Hedging Activities**

The Company has designated certain foreign-currency-denominated long-term borrowings as hedges of the net investment in certain foreign operations. As of December 31, 2023, and 2022, these net investment hedges included British-pound and Euro-denominated long-term debt. These borrowings were designed to create net investment hedges in each of the designated foreign subsidiaries. The Company designated the British-pound and Euro-denominated loans referred to above as hedging instruments to offset translation gains or losses on the net investment due to changes in the British pound and Euro exchange rates. These net investment hedges are evidenced by management's contemporaneous documentation supporting the hedge designation. Any gain or loss on the hedging instruments (the debt) following hedge designation is reported in accumulated other comprehensive income in the same manner as the translation adjustment on the hedged investment based on changes in the spot rate, which is used to measure hedge effectiveness.

At December 31, 2023 and 2022, the Company had \$ 286.6 million and \$ 271.7 million, respectively, of British-pound denominated loans, which were designated as a hedge against the net investment in British pound functional currency foreign subsidiaries. At December 31, 2023 and 2022, the Company had \$ 580.8 million and \$ 572.1 million, respectively, in Euro-denominated loans, which were designated as a hedge against the net investment in Euro functional currency foreign subsidiaries. As a result of the British-pound and Euro-denominated loans being designated and 100 % effective as net investment hedges, \$ 32.8 million of pre-tax currency remeasurement losses and \$ 69.5 million of pre-tax currency remeasurement gains have been included in the foreign currency translation component of other comprehensive income for the years ended December 31, 2023 and 2022, respectively.

**AMETEK, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**

## 6. Acquisitions

The Company spent \$2,237.9 million in cash, net of cash acquired, to acquire Paragon Medical ("Paragon") in December 2023, Amplifier Research Corp. ("Amplifier Research") in October 2023, United Electronic Industries ("UEI") in August 2023, and Bison Gear & Engineering Corp. ("Bison") in March 2023. Paragon is a leading provider of highly engineered medical components and instruments. Amplifier Research is a leading manufacturer of radio frequency and microwave amplifiers and electromagnetic compatibility testing equipment. Bison is a leading manufacturer of highly engineered motion control solutions serving diverse markets and applications. UEI is a leading provider of data acquisition and control solutions for the aerospace, defense, energy and semiconductor industries. UEI and Amplifier Research are part of EIG. Paragon and Bison are part of EMG.

The following table represents the allocation of the purchase price for the net assets of the 2023 acquisitions based on the estimated fair values at acquisition (in millions):

|  | Paragon Medical | Other Acquisitions | Total      |
|--|-----------------|--------------------|------------|
|  | (in millions)   |                    |            |
| Property, plant and equipment                | \$ 211.4        | \$ 23.7            | \$ 235.1   |
| Goodwill                                     | 907.0           | 104.7              | 1,011.7    |
| Other intangible assets                      | 874.0           | 171.3              | 1,045.3    |
| Deferred income taxes                        | ( 213.4 )       | ( 10.7 )           | ( 224.1 )  |
| ROU lease asset                              | 51.4            | 4.4                | 55.8       |
| Lease liabilities                            | ( 51.0 )        | ( 4.5 )            | ( 55.5 )   |
| Net working capital and other <sup>(1)</sup> | 112.8           | 56.8               | 169.6      |
| Total cash paid                              | \$ 1,892.2      | \$ 345.7           | \$ 2,237.9 |

(1) Includes \$ 94.2 million in accounts receivable, whose fair value, contractual cash flows and expected cash flows are approximately equal.

The amount allocated to goodwill is reflective of the benefits the Company expects to realize from the acquisitions. Paragon's portfolio of single-use and consumable surgical instruments and implantable components meaningfully expands the Company's presence in the MedTech market and complements the Company's existing medical businesses. Amplifier Research's expertise and capability in amplifier design complements the Company's existing capabilities in the electromagnetic compatibility testing market. UEI's innovative solutions complement the Company's existing testing and data acquisition expertise. Bison's engineering expertise and broad product portfolio complement the Company's existing motion control and automation solutions business. The Company expects approximately \$ 180.6 million of the goodwill relating to the acquisitions will be tax deductible in future years.

At December 31, 2023, the purchase price allocated to other intangible assets of \$ 1,045.3 million consists of \$ 145.1 million of indefinite-lived intangible trade names, which are not subject to amortization. The remaining \$ 900.2 million of other intangible assets consists of \$ 696.4 million of customer relationships, which are being amortized over a period of 19 to 20 years and \$ 203.8 million of purchased technology, which is being amortized over a period of 10 to 20 years. Amortization expense for each of the next five years for the acquisitions is expected to be \$ 49.7 million per year.

The Company finalized its measurements of certain tangible and intangible assets and liabilities for its September 2022 acquisition of Navitar, Inc., its October 2022 acquisition of RTDS Technologies and its March 2023 acquisition of Bison, which had no material impact to the consolidated statement of income and balance sheet. The Company is in the process of finalizing the measurement of the intangible assets, tangible assets, and liabilities for its acquisitions of Amplifier Research and UEI, as well as, the accounting for income taxes.

The initial accounting for the Paragon acquisition is incomplete, related to finalizing the measurement of the acquired tangible and intangible assets and liabilities, as well as, the associated income tax considerations. All

**AMETEK, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**

amounts could change, potentially materially, as there is significant additional information that the Company must obtain to finalize the valuations of the assets acquired and liabilities assumed, and to finalize the value of the intangible assets, primarily due to the proximity of the acquisition date to the balance sheet date of December 31, 2023.

The acquisitions had an immaterial impact on reported net sales, net income, and diluted earnings per share for the year ended December 31, 2023. Had the acquisitions been made at the beginning of 2023 or 2022, unaudited pro forma net income and diluted earnings per share for the year ended December 31, 2023 and 2022, would not have been materially different than the amounts reported. Had the acquisitions been made at the beginning of 2023 or 2022, unaudited pro forma net sales would have been approximately 8 % higher than reported amounts for the year ended December 31, 2023 and would have been approximately 11 % higher than reported amounts for the year ended December 31, 2022.

In 2022, the Company spent \$ 429.7 million in cash, net of cash acquired, to acquire Navitar, Inc. ("Navitar") in September 2022 and RTDS Technologies Inc. ("RTDS") in October 2022. Navitar is a market leader in the design, development and manufacturing of customized, fully integrated optical imaging systems, cameras, components and software. RTDS is a leading provider of real-time power simulation systems used by utilities, and research and education institutions in the development and testing of the electric power grid and renewable energy applications. Navitar and RTDS are part of EIG.

In 2021, the Company spent \$ 1,959.2 million in cash, net of cash acquired, to acquire Magnetrol International ("Magnetrol"), Crank Software, and EGS Automation ("EGS") in March 2021, NSI-MI Technologies ("NSI-MI") and Abaco Systems, Inc. ("Abaco") in April 2021, and Alphasense in November 2021. Magnetrol is a leading provider of level and flow control solutions for challenging process applications across a diverse set of end markets including medical, pharmaceutical, oil and gas, food and beverage, and general industrial. Crank Software is a leading provider of embedded graphical user interface software and services. EGS is an automation solutions provider that designs and manufactures highly engineered, customized robotic solutions used in critical applications for the medical, food and beverage, and general industrial markets. NSI-MI is a leading provider of radio frequency and microwave test and measurement systems for niche applications across the aerospace, defense, automotive, wireless communications, and research markets. Abaco specializes in open-architecture computing and electronic systems for aerospace, defense, and specialized industrial markets and is a leading provider of mission critical embedded computing systems. Alphasense is a leading provider of gas and particulate sensors for use in environmental, health and safety, and air quality applications. Magnetrol, Crank Software, NSI-MI, Abaco, and Alphasense are part of EIG. EGS is part of EMG.

## 7. Goodwill and Other Intangible Assets

The changes in the carrying amounts of goodwill by segment were as follows:

|   | EIG               | EMG               | Total             |
|---|-------------------|-------------------|-------------------|
|   | (In millions)     |                   |                   |
| Balance at December 31, 2021                    | \$ 4,073.8        | \$ 1,164.9        | \$ 5,238.7        |
| Goodwill acquired                               | 197.8             | —                 | 197.8             |
| Purchase price allocation adjustments and other | 1.8               | —                 | 1.8               |
| Foreign currency translation adjustments        | ( 37.3 )          | ( 28.4 )          | ( 65.7 )          |
| Balance at December 31, 2022                    | 4,236.1           | 1,136.5           | 5,372.6           |
| Goodwill acquired                               | 79.3              | 932.4             | 1,011.7           |
| Purchase price allocation adjustments and other | 24.8              | —                 | 24.8              |
| Foreign currency translation adjustments        | 24.8              | 13.7              | 38.5              |
| Balance at December 31, 2023                    | <u>\$ 4,365.0</u> | <u>\$ 2,082.6</u> | <u>\$ 6,447.6</u> |

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Other intangible assets were as follows at December 31:

|   | 2023                 | 2022                 |
|---|----------------------|----------------------|
|   | (In thousands)       |                      |
| Definite-lived intangible assets (subject to amortization):       |                      |                      |
| Patents   | \$ 47,239            | \$ 46,418            |
| Purchased technology  | 914,100              | 722,277              |
| Customer lists  | 3,743,457            | 3,023,762            |
|   | <u>4,704,796</u>     | <u>3,792,457</u>     |
| Accumulated amortization:   |                      |                      |
| Patents   | ( 38,105 )           | ( 37,215 )           |
| Purchased technology  | ( 334,229 )          | ( 269,155 )          |
| Customer lists  | ( 1,190,906 )        | ( 1,033,658 )        |
|   | <u>( 1,563,240 )</u> | <u>( 1,340,028 )</u> |
| Net intangible assets subject to amortization                     | <u>3,141,556</u>     | <u>2,452,429</u>     |
| Indefinite-lived intangible assets (not subject to amortization): |                      |                      |
| Trademarks and trade names  | <u>1,023,761</u>     | <u>889,656</u>       |
|   | <u>\$ 4,165,317</u>  | <u>\$ 3,342,085</u>  |

Amortization expense was \$ 215.1 million, \$ 205.8 million, and \$ 183.6 for the years ended December 31, 2023, 2022 and 2021, respectively. Amortization expense for each of the next five years is expected to approximate \$ 251 million per year, not considering the impact of potential future acquisitions.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

**8. Other Consolidated Balance Sheet Information**

|   | December 31,         |                     |
|---|----------------------|---------------------|
|   | 2023                 | 2022                |
|   | (In thousands)       |                     |
| <b>INVENTORIES, NET</b>                   |                      |                     |
| Finished goods and parts                  | \$ 136,003           | \$ 130,989          |
| Work in process                           | 165,914              | 138,043             |
| Raw materials and purchased parts         | 830,554              | 775,252             |
|   | <u>\$ 1,132,471</u>  | <u>\$ 1,044,284</u> |
| <b>PROPERTY, PLANT AND EQUIPMENT, NET</b> |                      |                     |
| Land                                      | \$ 67,195            | \$ 55,915           |
| Buildings                                 | 455,015              | 365,679             |
| Machinery and equipment                   | 1,479,702            | 1,199,600           |
|   | <u>2,001,912</u>     | <u>1,621,194</u>    |
| Less: Accumulated depreciation            | <u>( 1,110,619 )</u> | <u>( 985,553 )</u>  |
|   | <u>\$ 891,293</u>    | <u>\$ 635,641</u>   |
| <b>ACCRUED LIABILITIES AND OTHER</b>      |                      |                     |
| Employee compensation and benefits        | \$ 228,389           | \$ 213,478          |
| Product warranty obligation               | 37,087               | 26,487              |
| Realignment                               | 41,540               | 34,394              |
| Short term lease liability                | 61,055               | 46,366              |
| Other                                     | 134,919              | 114,419             |
|   | <u>\$ 502,990</u>    | <u>\$ 435,144</u>   |

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

## 9. Income Taxes

The components of income before income taxes and the details of the provision for income taxes were as follows for the years ended December 31:

|                             | 2023                | 2022                | 2021                |
|-----------------------------|---------------------|---------------------|---------------------|
|                             | (In thousands)      |                     |                     |
| Income before income taxes: |                     |                     |                     |
| Domestic                    | \$ 1,026,113        | \$ 893,478          | \$ 958,206          |
| Foreign                     | 580,299             | 535,214             | 264,964             |
| Total                       | <u>\$ 1,606,412</u> | <u>\$ 1,428,692</u> | <u>\$ 1,223,170</u> |
| Provision for income taxes: |                     |                     |                     |
| Current:                    |                     |                     |                     |
| Federal                     | \$ 206,477          | \$ 183,619          | \$ 99,706           |
| Foreign                     | 144,476             | 119,148             | 146,890             |
| State                       | 34,173              | 34,201              | 16,282              |
| Total current               | <u>385,126</u>      | <u>336,968</u>      | <u>262,878</u>      |
| Deferred:                   |                     |                     |                     |
| Federal                     | ( 69,956 )          | ( 37,810 )          | 23,538              |
| Foreign                     | ( 15,113 )          | ( 20,818 )          | ( 56,572 )          |
| State                       | ( 6,833 )           | ( 9,190 )           | 3,273               |
| Total deferred              | <u>( 91,902 )</u>   | <u>( 67,818 )</u>   | <u>( 29,761 )</u>   |
| Total provision             | <u>\$ 293,224</u>   | <u>\$ 269,150</u>   | <u>\$ 233,117</u>   |

Significant components of the deferred tax (asset) liability were as follows at December 31:

|  | 2023              | 2022              |
|--|-------------------|-------------------|
|  | (In thousands)    |                   |
| Non-current deferred tax (asset) liability:                                  |                   |                   |
| Differences in basis of property and accelerated depreciation <sup>(1)</sup> | \$ 63,447         | \$ 43,594         |
| Reserves not currently deductible  | ( 130,761 )       | ( 131,958 )       |
| Pensions   | 75,834            | 66,558            |
| Differences in basis of intangible assets and accelerated amortization       | 880,666           | 726,525           |
| Net operating loss carryforwards   | ( 109,065 )       | ( 54,318 )        |
| Share-based compensation   | ( 14,296 )        | ( 13,279 )        |
| Foreign Tax Credit Carryforwards   | ( 9,327 )         | ( 2,317 )         |
| Unremitted earnings  | 15,033            | 12,429            |
| Other  | ( 25,893 )        | ( 13,448 )        |
|  | <u>745,638</u>    | <u>633,786</u>    |
| Less: Valuation allowance  | 16,766            | 9,613             |
|  | <u>762,404</u>    | <u>643,399</u>    |
| Portion included in non-current assets                                       | 74,291            | 50,868            |
| Gross non-current deferred tax liability                                     | <u>\$ 836,695</u> | <u>\$ 694,267</u> |

(1) Presented net of deferred tax assets of approximately \$ 49.6 million and \$ 34.1 million at December 31, 2023 and 2022, respectively, resulting from lease obligations.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

The Company's effective tax rate reconciles to the U.S. Federal statutory rate as follows for the years ended December 31:

|   | 2023    | 2022    | 2021    |
|---|---------|---------|---------|
| U.S. Federal statutory rate                           | 21.0 %  | 21.0 %  | 21.0 %  |
| State income taxes, net of federal income tax benefit | 1.3     | 1.6     | 1.5     |
| Foreign operations, net                               | 0.4     | ( 1.0 ) | ( 0.4 ) |
| U.S. Benefits for Manufacturing, Export and credits   | ( 3.2 ) | ( 2.9 ) | ( 2.6 ) |
| Uncertain Tax Items                                   | 1.0     | 1.0     | ( 0.1 ) |
| Stock compensation                                    | ( 0.6 ) | ( 0.9 ) | ( 1.7 ) |
| U.S. Tax / (Benefit) on Foreign Earnings              | ( 2.0 ) | ( 0.5 ) | 1.0     |
| Other   | 0.4     | 0.5     | 0.3     |
| Consolidated effective tax rate                       | 18.3 %  | 18.8 %  | 19.0 %  |

The Company elected to pay the cash tax cost of the one-time mandatory tax on previously deferred earnings of non-U.S. subsidiaries over an eight-year period. As of December 31, 2023, the Company has a remaining cash tax obligation of \$ 35.9 million, \$ 9.0 million is classified as current and the remaining portion is classified as non-current.

The Company has evaluated the impact of the global intangible low-taxed income ("GILTI") section of the Tax Act and has made a tax accounting policy election to record the annual tax cost of GILTI as a current period expense when incurred and, as such, will not be measuring an impact of GILTI in its determination of deferred taxes.

As a result of the one-time mandatory deemed repatriation and the taxable inclusions under the GILTI provisions of the Tax Act, the Company has approximately \$ 938.1 million in previously taxed income ("PTI") as of December 31, 2023 which can be repatriated without incremental U.S. Federal tax. The Company intends to reinvest its earnings indefinitely in operations outside the United States except to the extent of the PTI. There has been no provision for U.S. deferred income taxes for the undistributed earnings over PTI of approximately \$ 385.4 million and \$ 60.4 million at December 31, 2023 and 2022 respectively because determination of the amount of the unrecognized deferred income tax liability on these undistributed earnings is not practicable.

As of December 31, 2023, and 2022, the Company recorded deferred income taxes totaling \$ 15.0 million and \$ 12.4 million respectively in state income and foreign withholding taxes expected to be incurred when the cash amounts related to the previously taxed income are ultimately repatriated to the U.S.

The Company is acquisitive and at times acquires entities with tax attributes (net operating losses or tax credits) that carry over to post-acquisition tax periods of the Company. At December 31, 2023, the Company had tax effected benefits, net of uncertain tax positions of \$ 109.0 million related to net operating loss carryforwards, which will be available to offset future income taxes payable, subject to certain annual or other limitations based on foreign and U.S. tax laws. This amount includes net operating loss carryforwards of \$ 1.9 million for federal income tax purposes with no valuation allowance for the U.S. consolidated group, \$ 8.8 million for state income tax purposes with a valuation allowance of \$ 2.8 million, and \$ 98.3 million for foreign income tax purposes with a valuation allowance of \$ 4.7 million. The federal and state net operating loss carryforwards, if not used, will expire between 2024 and 2043. The majority of the foreign net operating loss carryforwards can be carried forward indefinitely with the remaining portion set to expire between 2028 and 2043, if not used.

**AMETEK, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**

At December 31, 2023, the Company had tax effected benefits of \$ 17.5 million related to tax credit carryforwards, which will be available to offset future income taxes payable, subject to certain annual or other limitations based on foreign and U.S. tax laws. This primarily includes foreign tax credit carryforwards of \$ 9.3 million, \$ 7.0 million for state income tax purposes with a valuation allowance of \$ 2.7 million, and \$ 0.6 million for foreign income tax purposes with a valuation allowance of \$ 0.6 million. These tax credit carryforwards, if not used, will expire between 2024 and 2043.

As of December 31, 2023, the Company has \$ 13.2 million of IRC Section 163(j) interest expense limitation carryforwards which have an indefinite carryforward period.

The Company maintains a valuation allowance to reduce certain deferred tax assets to amounts that are more likely than not to be realized. This allowance relates to deferred tax assets established for federal, state, and foreign net operating losses, credit carryforwards, and other miscellaneous timing items. In 2023, the Company recorded a net increase of \$ 7.2 million in the valuation allowance. The increase primarily relates to a valuation allowance of \$ 4.0 million recorded against non-depreciable UK fixed assets which have been deemed unlikely to meet the recognition criteria. The remainder of the increase relates to valuation allowances recorded against foreign net operating losses and tax credits in the amounts of \$ 2 million and \$ 0.6 million respectively.

At December 31, 2023, the Company had gross unrecognized tax benefits of \$ 233.5 million, of which \$ 185.2 million, if recognized, would impact the effective tax rate. At December 31, 2022, the Company had gross unrecognized tax benefits of \$ 174.7 million, of which \$ 128.5 million, if recognized, would impact the effective tax rate.

At December 31, 2023 and 2022, the Company reported \$ 18.3 million and \$ 12.4 million, respectively, related to interest and penalties as a component of other long term liabilities in the consolidated balance sheet. During 2023, the Company recognized a net expense of \$ 5.9 million, and in 2022 net expense of \$ 3.2 million, for interest and penalties related to uncertain tax positions in the consolidated statement of income as a component of income tax expense.

Approximately 56 % of the Company's overall tax liability is incurred in the United States. The Company files income tax returns in various other state and foreign tax jurisdictions, in some cases for multiple legal entities per jurisdiction. Generally, the Company has open tax years subject to tax audit on average of between three and six years in these jurisdictions. At December 31, 2023, the Internal Revenue Service ("IRS") audit of the Company's consolidated U.S. income tax returns for the year 2018 and 2019 is ongoing. The Company has not materially extended any other statutes of limitation for any significant location and has reviewed and accrued for, where necessary, tax liabilities for open periods including state and foreign jurisdictions that remain subject to examination. There have been no penalties asserted or imposed by the IRS related to substantial understatement of income, gross valuation misstatement or failure to disclose a listed or reportable transaction.

During 2023, the Company added \$ 75.5 million of tax, interest and penalties related to identified uncertain tax positions and reversed \$ 10.7 million of tax and interest related to statute expirations and settlement of prior uncertain positions. During 2022, the Company added \$ 43.4 million of tax, interest and penalties related to identified uncertain tax positions and reversed \$ 4.4 million of tax and interest related to statute expirations and settlement of prior uncertain positions.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

The following is a reconciliation of the liability for uncertain tax positions at December 31:

|   | 2023            | 2022            | 2021            |
|---|-----------------|-----------------|-----------------|
|   | (In millions)   |                 |                 |
| Balance at the beginning of the year                      | \$ 174.7        | \$ 147.0        | \$ 100.7        |
| Additions for tax positions related to the current year   | 32.1            | 29.3            | 41.4            |
| Additions for tax positions of prior years                | 34.0            | 2.1             | 34.9            |
| Reductions for tax positions of prior years               | ( 0.6 )         | ( 1.0 )         | ( 1.5 )         |
| Reductions related to settlements with taxing authorities | ( 0.1 )         | ( 0.2 )         | ( 0.1 )         |
| Reductions due to statute expirations                     | ( 6.6 )         | ( 2.5 )         | ( 28.4 )        |
| Balance at the end of the year                            | <u>\$ 233.5</u> | <u>\$ 174.7</u> | <u>\$ 147.0</u> |

In 2023, the additions above primarily reflect the increase in tax liabilities for uncertain tax positions related to certain higher transfer pricing risks for intangible assets. The reductions above primarily relate to statute expirations. The net increase of \$ 58.8 million in uncertain tax positions resulted in an increase of \$ 34.8 million to income tax expense and the remainder primarily in goodwill. At December 31, 2023, tax, interest and penalties of \$ 241.7 million were classified as a non-current liability and \$ 10.2 million was reflected as a reduction against deferred tax assets.

#### 10. Debt

Long-term debt, net consisted of the following at December 31:

|  | 2023                | 2022                |
|--|---------------------|---------------------|
|  | (In thousands)      |                     |
| U.S. dollar 3.73 % senior notes due September 2024 | \$ 300,000          | \$ 300,000          |
| U.S. dollar 3.91 % senior notes due June 2025      | 50,000              | 50,000              |
| U.S. dollar 3.96 % senior notes due August 2025    | 100,000             | 100,000             |
| U.S. dollar 4.18 % senior notes due December 2025  | 275,000             | 275,000             |
| U.S. dollar 3.83 % senior notes due September 2026 | 100,000             | 100,000             |
| U.S. dollar 4.32 % senior notes due December 2027  | 250,000             | 250,000             |
| U.S. dollar 4.37 % senior notes due December 2028  | 50,000              | 50,000              |
| U.S. dollar 3.98 % senior notes due September 2029 | 100,000             | 100,000             |
| U.S. dollar 4.45 % senior notes due August 2035    | 50,000              | 50,000              |
| British pound 2.59 % senior note due November 2028 | 191,076             | 181,157             |
| British pound 2.70 % senior note due November 2031 | 95,543              | 90,579              |
| Euro 1.34 % senior notes due October 2026          | 331,770             | 320,808             |
| Euro 1.71 % senior notes due December 2027         | 82,945              | 80,205              |
| Euro 1.53 % senior notes due October 2028          | 221,203             | 213,894             |
| Revolving credit facility borrowings               | 1,116,000           | 219,000             |
| Other, principally foreign                         | 5,534               | 11,759              |
| Less: Debt issuance costs                          | ( 5,724 )           | ( 7,395 )           |
| Total debt, net                                    | 3,313,347           | 2,385,007           |
| Less: Current portion, net                         | ( 1,417,915 )       | ( 226,079 )         |
| Total long-term debt, net                          | <u>\$ 1,895,432</u> | <u>\$ 2,158,928</u> |

**AMETEK, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**

Maturities of long-term debt borrowings outstanding at December 31, 2023 were as follows: \$ 425.0 million in 2025; \$ 431.8 million in 2026; \$ 332.9 million in 2027; \$ 462.3 million in 2028; \$ 100.0 million in 2029; and \$ 143.4 million in 2030 and thereafter.

In December 2018, the Company completed a private placement agreement to sell \$ 575 million and 75 million Euros in senior notes to a group of institutional investors (the "2018 Private Placement") utilizing two funding dates. The first funding occurred in December 2018 for \$ 475 million and 75 million Euros (\$ 82.9 million at December 31, 2023). The second funding was in January 2019 for \$ 100 million. The 2018 Private Placement senior notes carry a weighted average interest rate of 3.93 % and are subject to certain customary covenants, including financial covenants that, among other things, require the Company to maintain certain debt-to-EBITDA (earnings before interest, income taxes, depreciation and amortization) and interest coverage ratios.

In September 2014, the Company issued \$ 300 million in aggregate principal amount of 3.73 % senior notes due September 2024, \$ 100 million in aggregate principal amount of 3.83 % senior notes due September 2026 and \$ 100 million in aggregate principal amount of 3.98 % senior notes due September 2029. In June 2015, the Company issued \$ 50 million in aggregate principal amount of 3.91 % senior notes due June 2025. In August 2015, the Company issued \$ 100 million in aggregate principal amount of 3.96 % senior notes due August 2025 and \$ 50 million in aggregate principal amount of 4.45 % senior notes due August 2035.

In October 2016, the Company issued 300 million Euros (\$ 331.8 million at December 31, 2023) in aggregate principal amount of 1.34 % senior notes due October 2026 and 200 million Euros (\$ 221.2 million at December 31, 2023) in aggregate principal amount of 1.53 % senior notes due October 2028. In November 2016, the Company issued 150 million British pounds (\$ 191.1 million at December 31, 2023) in aggregate principal amount of 2.59 % senior notes due November 2028 and 75 million British pounds (\$ 95.5 million at December 31, 2023) in aggregate principal amount of 2.70 % senior notes due November 2031.

On May 12, 2022, the Company along with certain of its foreign subsidiaries amended its credit agreement dated as of September 22, 2011, as amended and restated as of March 10, 2016 and as further amended and restated as of October 30, 2018 (the "Credit Agreement"). The Credit Agreement amends and restates the Company's existing revolving credit facility to increase the size from \$ 1.5 billion to \$ 2.3 billion and terminates the \$ 800 million term loan. The Credit Agreement consists of a five-year revolving credit facility with a final maturity date in May 2027. The revolving credit facility total borrowing capacity excludes an accordion feature that permits the Company to request up to an additional \$ 700 million in revolving credit commitments at any time during the life of the Credit Agreement under certain conditions. The credit agreement places certain restrictions on allowable additional indebtedness. In November 2021, the Company further amended the Credit Agreement to address the cessation of LIBOR on certain currencies. At December 31, 2023, the Company had available borrowing capacity of \$ 1,829.3 million under its revolving credit facility, including the \$ 700 million accordion feature.

Interest rates on outstanding borrowings under the revolving credit facility are at the applicable benchmark rate plus a negotiated spread or at the U.S. prime rate. At December 31, 2023 and 2022, the Company had \$ 1,116.0 million and \$ 219.0 million of borrowings outstanding under the revolving credit facility, respectively. The weighted average interest rate on the revolving credit facility for the years ended December 31, 2023 and 2022 was 6.22 % and 3.57 %, respectively. The Company had outstanding letters of credit primarily under the revolving credit facility totaling \$ 54.7 million and \$ 35.8 million at December 31, 2023 and 2022, respectively.

The private placements, the senior notes and the revolving credit facility are subject to certain customary covenants, including financial covenants that, among other things, require the Company to maintain certain debt-to-EBITDA and interest coverage ratios. The Company was in compliance with all provisions of the debt arrangements at December 31, 2023.

Foreign subsidiaries of the Company had available credit facilities with local foreign lenders of \$ 73.8 million and \$ 64.1 million at December 31, 2023 and 2022, respectively. At December 31, 2023, foreign subsidiaries had \$ 5.5 million in debt borrowings outstanding, which was reported in short-term borrowings. At December 31, 2022, foreign subsidiaries had \$ 11.8 million of debt borrowings outstanding.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

The weighted average interest rate on total debt borrowings outstanding at December 31, 2023 and 2022 was 4.2 % and 3.4 %, respectively.

## 11. Share-Based Compensation

Under the terms of the Company's stockholder-approved share-based plans, performance restricted stock units ("PRSUs"), incentive and non-qualified stock options and restricted stock have been, and may be, issued to the Company's officers, management-level employees and members of its Board of Directors. Stock options granted generally vest at a rate of one-third on each of the first three anniversaries of the grant date and have a maximum contractual term of ten years. Restricted stock granted to employees generally vests one-third on each of the first three anniversaries of the grant date. Restricted stock granted to non-employee directors generally vests two years after the grant date (cliff vesting) and is subject to accelerated vesting due to certain events, including doubling of the grant price of the Company's common stock as of the close of business during any five consecutive trading days.

### Share Based Compensation Expense

The Company measures and records compensation expense related to all stock awards by recognizing the grant date fair value of the awards over their requisite service periods in the financial statements. For grants under any of the Company's plans that are subject to graded vesting based on a service condition, the Company recognizes expense on a straight-line basis over the requisite service period for the entire award.

Total share-based compensation expense was as follows for the years ended December 31:

|                          | 2023             | 2022             | 2021             |
|--------------------------|------------------|------------------|------------------|
|                          | (In thousands)   |                  |                  |
| Stock option expense     | \$ 14,284        | \$ 13,021        | \$ 12,733        |
| Restricted stock expense | 20,792           | 20,115           | 21,393           |
| PRSU expense             | 11,123           | 14,239           | 11,977           |
| Total pre-tax expense    | <u>\$ 46,199</u> | <u>\$ 47,375</u> | <u>\$ 46,103</u> |

Pre-tax share-based compensation expense is included in the consolidated statement of income in either Cost of sales or Selling, general and administrative expenses, depending on where the recipient's cash compensation is reported.

### Stock Options

The fair value of each stock option grant is estimated on the date of grant using a Black-Scholes-Merton option pricing model. The following weighted average assumptions were used in the Black-Scholes-Merton model to estimate the fair values of stock options granted during the years indicated:

|  | 2023     | 2022     | 2021     |
|--|----------|----------|----------|
| Expected volatility                                      | 26.0 %   | 24.5 %   | 24.2 %   |
| Expected term (years)                                    | 5.0      | 5.0      | 5.0      |
| Risk-free interest rate                                  | 3.54 %   | 2.33 %   | 0.85 %   |
| Expected dividend yield                                  | 0.72 %   | 0.65 %   | 0.66 %   |
| Black-Scholes-Merton fair value per stock option granted | \$ 38.11 | \$ 32.54 | \$ 25.63 |

Expected volatility is based on the historical volatility of the Company's stock over the stock options' expected term. The Company used historical exercise data to estimate the stock options' expected term, which represents the period of time that the stock options granted are expected to be outstanding. Management anticipates that the future stock option holding periods will be similar to the historical stock option holding periods. The risk-free interest rate for periods within the expected term of the stock option is based on the U.S. Treasury yield curve at the time of grant. The expected dividend yield is calculated by dividing the Company's annual dividend, based on

**AMETEK, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**

the most recent quarterly dividend rate, by the Company's closing common stock price on the grant date. Compensation expense recognized for all share-based awards is net of estimated forfeitures. The Company's estimated forfeiture rates are based on its historical experience.

The following is a summary of the Company's stock option activity and related information for the year ended December 31, 2023:

|  | Shares         | Weighted<br>Average<br>Exercise<br>Price | Weighted<br>Average<br>Remaining<br>Contractual<br>Life | Aggregate<br>Intrinsic<br>Value |
|--|----------------|--|---|---------------------------------|
|  | (In thousands) |  | (Years)   | (In millions)                   |
| Outstanding at the beginning of the year | 3,060          | \$ 79.46                                 |   |                                 |
| Granted                                  | 453            | 138.46                                   |   |                                 |
| Exercised                                | ( 696 )        | 72.26                                    |   |                                 |
| Forfeited                                | ( 71 )         | 129.42                                   |   |                                 |
| Expired                                  | ( 5 )          | 65.25                                    |   |                                 |
| Outstanding at the end of the year       | 2,741          | \$ 101.20                                | 6.6   | \$ 174.6                        |
| Exercisable at the end of the year       | 1,831          | \$ 84.65                                 | 5.6   | \$ 147.0                        |

The aggregate intrinsic value of stock options exercised during 2023, 2022 and 2021 was \$ 54.9 million, \$ 50.3 million and \$ 59.1 million, respectively. The total fair value of stock options vested during 2023, 2022 and 2021 was \$ 12.8 million, \$ 11.4 million and \$ 13.7 million, respectively.

The following is a summary of the Company's non-vested stock option activity and related information for the year ended December 31, 2023:

|   | Shares         | Weighted<br>Average<br>Grant Date<br>Fair Value |
|---|----------------|---|
|   | (In thousands) |   |
| Non-vested stock options outstanding at the beginning of the year | 1,116          | \$ 26.57  |
| Granted   | 453            | 38.11   |
| Vested  | ( 588 )        | 21.83   |
| Forfeited   | ( 71 )         | 31.68   |
| Non-vested stock options outstanding at the end of the year       | 910            | \$ 34.98  |

As of December 31, 2023, there was approximately \$ 18 million of expected future pre-tax compensation expense related to the 0.9 million non-vested stock options outstanding, which is expected to be recognized over a weighted average period of less than two years .

#### *Restricted Stock*

The fair value of restricted shares under the Company's restricted stock arrangement is determined by the product of the number of shares granted and the Company's closing common stock price on the grant date. Upon the grant of restricted stock, the fair value of the restricted shares (unearned compensation) at the grant date is charged as a reduction of capital in excess of par value in the Company's consolidated balance sheet and is amortized to expense on a straight-line basis over the vesting period, which is the same as the calculated derived service period as determined on the grant date.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

The following is a summary of the Company's non-vested restricted stock activity and related information for the year ended December 31, 2023:

|  | Shares         | Weighted<br>Average<br>Grant Date<br>Fair Value |
|--|----------------|---|
|  | (In thousands) |   |
| Non-vested restricted stock outstanding at the beginning of the year | 356            | \$ 117.18                                       |
| Granted  | 158            | 139.08  |
| Vested   | ( 188 )        | 105.17  |
| Forfeited  | ( 30 )         | 127.80  |
| Non-vested restricted stock outstanding at the end of the year       | 296            | \$ 135.39                                       |

The total fair value of restricted stock vested during 2023, 2022 and 2021 was \$ 20.5 million, \$ 17.7 million and \$ 28.6 million, respectively. The weighted average fair value of restricted stock granted per share during 2023 and 2022 was \$ 139.08 and \$ 134.52 , respectively. As of December 31, 2023, there was approximately \$ 24 million of expected future pre-tax compensation expense related to the 0.3 million non-vested restricted shares outstanding, which is expected to be recognized over a weighted average period of less than two years .

*Performance Restricted Stock Units*

The PRSUs vest over a period up to three years from the grant date based on continuous service, with the number of shares earned ( 0 % to 200 % of the target award) depending upon the extent to which the Company achieves certain financial and market performance targets measured over the period from January 1 of the year of grant through December 31 of the third year. Half of the PRSUs are valued in a manner similar to restricted stock as the financial targets are based on the Company's operating results. The grant date fair value of these PRSUs are recognized as compensation expense over the vesting period based on the number of awards expected to vest at each reporting date. The other half of the PRSUs were valued using a Monte Carlo model as the performance target is related to the Company's total shareholder return compared to a group of peer companies, which represents a market condition. The Company recognizes the grant date fair value of these awards as compensation expense ratably over the vesting period.

The following is a summary of the Company's non-vested performance restricted stock activity and related information for the year ended December 31, 2023:

|  | Shares         | Weighted<br>Average<br>Grant Date<br>Fair Value |
|--|----------------|---|
|  | (In thousands) |   |
| Non-vested performance restricted stock outstanding at the beginning of the year | 275            | \$ 101.98                                       |
| Granted  | 79             | 138.46  |
| Performance assumption change <sup>1</sup>                                       | 48             | 63.37   |
| Vested   | ( 161 )        | 63.37   |
| Forfeited  | ( 2 )          | 132.39  |
| Non-vested performance restricted stock outstanding at the end of the year       | 239            | \$ 131.90                                       |

<sup>1</sup> Reflects the number of PRSUs above target levels based on performance metrics.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

As of December 31, 2023, there was approximately \$ 4 million of expected future pre-tax compensation expense related to the 0.2 million non-vested performance restricted shares outstanding, which is expected to be recognized over a weighted average period of less than one year .

The Company issues previously unissued shares when stock options are exercised, and shares are issued from treasury stock upon the award of restricted stock.

## 12. Retirement Plans and Other Postretirement Benefits

### *Retirement and Pension Plans*

The Company sponsors several retirement and pension plans covering eligible salaried and hourly employees. The plans generally provide benefits based on participants' years of service and/or compensation. The following is a brief description of the Company's retirement and pension plans.

The Company maintains contributory and non-contributory defined benefit pension plans. Benefits for eligible salaried and hourly employees under all defined benefit plans are funded through trusts established in conjunction with the plans. The Company's funding policy with respect to its defined benefit plans is to contribute amounts that provide for benefits based on actuarial calculations and the applicable requirements of U.S. federal and local foreign laws. The Company estimates that it will make both required and discretionary cash contributions of approximately \$ 7 million to \$ 11 million to its worldwide defined benefit pension plans in 2024.

The Company uses a measurement date of December 31 (its fiscal year end) for its U.S. and foreign defined benefit pension plans.

The Company sponsors a 401(k) retirement and savings plan for eligible U.S. employees. Participants in the retirement and savings plan may contribute a specified portion of their compensation on a pre-tax basis, which varies by location. The Company matches employee contributions ranging from 20 % to 100 %, up to a maximum percentage ranging from 1 % to 8 % of eligible compensation or up to a maximum of \$ 1,200 per participant in some locations.

The Company's retirement and savings plan has a defined contribution retirement feature principally to cover U.S. salaried employees joining the Company after December 31, 1996. Under the retirement feature, the Company makes contributions for eligible employees based on a pre-established percentage of the covered employee's salary subject to pre-established vesting. Employees of certain of the Company's foreign operations participate in various local defined contribution plans.

The Company has non-qualified unfunded retirement plans for certain Directors and retired employees. It also provides supplemental retirement benefits, through contractual arrangements and/or a Supplemental Executive Retirement Plan ("SERP") covering certain current and former executives of the Company. These supplemental benefits are designed to compensate the executive for retirement benefits that would have been provided under the Company's primary retirement plan, except for statutory limitations on compensation that must be taken into account under those plans. The plan permits deferred amounts to be deemed invested in either, or a combination of, an interest-bearing account, phantom mutual fund accounts or the equivalent of a fund which invests in shares of the Company's common stock on behalf of the employee. The amount owed to participants is an unfunded and unsecured general obligation which is payable out of either the general assets of the Company or a grant of shares of the Company's common stock upon retirement or termination. The Company is providing for these obligations by charges to earnings over the applicable periods.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

The following tables set forth the changes in net projected benefit obligation and the fair value of plan assets for the funded and unfunded defined benefit plans for the years ended December 31:

U.S. Defined Benefit Pension Plans:

|   | 2023              | 2022              |
|---|-------------------|-------------------|
|   | (In thousands)    |                   |
| Change in projected benefit obligation:                       |                   |                   |
| Net projected benefit obligation at the beginning of the year | \$ 383,143        | \$ 504,773        |
| Service cost  | 1,205             | 2,067             |
| Interest cost   | 20,840            | 14,889            |
| Actuarial losses (gains)                                      | 10,229            | ( 106,159 )       |
| Gross benefits paid   | ( 49,169 )        | ( 32,090 )        |
| Settlements   | —                 | ( 337 )           |
| Net projected benefit obligation at the end of the year       | <u>\$ 366,248</u> | <u>\$ 383,143</u> |
| Change in plan assets:  |                   |                   |
| Fair value of plan assets at the beginning of the year        | \$ 569,049        | \$ 701,627        |
| Actual return on plan assets                                  | 79,366            | ( 101,381 )       |
| Employer contributions  | 640               | 1,230             |
| Gross benefits paid   | ( 49,169 )        | ( 32,090 )        |
| Settlements   | —                 | ( 337 )           |
| Fair value of plan assets at the end of the year              | <u>\$ 599,886</u> | <u>\$ 569,049</u> |

Foreign Defined Benefit Pension Plans:

|   | 2023              | 2022              |
|---|-------------------|-------------------|
|   | (In thousands)    |                   |
| Change in projected benefit obligation:                       |                   |                   |
| Net projected benefit obligation at the beginning of the year | \$ 198,744        | \$ 332,422        |
| Service cost  | 1,615             | 2,852             |
| Interest cost   | 9,369             | 5,235             |
| Foreign currency translation adjustments                      | 10,312            | ( 31,367 )        |
| Actuarial losses (gains)                                      | 7,575             | ( 100,201 )       |
| Expenses paid from assets                                     | ( 552 )           | ( 686 )           |
| Gross benefits paid   | ( 11,581 )        | ( 9,409 )         |
| Settlements   | —                 | ( 102 )           |
| Net projected benefit obligation at the end of the year       | <u>\$ 215,482</u> | <u>\$ 198,744</u> |
| Change in plan assets:  |                   |                   |
| Fair value of plan assets at the beginning of the year        | \$ 159,592        | \$ 266,288        |
| Actual return on plan assets                                  | 10,132            | ( 77,643 )        |
| Employer contributions  | 8,031             | 7,729             |
| Foreign currency translation adjustments                      | 8,821             | ( 26,585 )        |
| Expenses paid from assets                                     | ( 552 )           | ( 686 )           |
| Settlements   | —                 | ( 102 )           |
| Gross benefits paid   | ( 11,581 )        | ( 9,409 )         |
| Fair value of plan assets at the end of the year              | <u>\$ 174,443</u> | <u>\$ 159,592</u> |

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

The projected benefit obligation assumptions impacting net actuarial losses (gains) primarily consist of changes in discount and mortality rates. A significant component of the actuarial gains in 2022 for both the U.S. and Foreign Defined Benefit Plans was the increase in discount rates.

The accumulated benefit obligation consisted of the following at December 31:

U.S. Defined Benefit Pension Plans:

|                | 2023              | 2022              |
|----------------|-------------------|-------------------|
|                | (In thousands)    |                   |
| Funded plans   | \$ 357,498        | \$ 374,979        |
| Unfunded plans | 2,558             | 2,869             |
| Total          | <u>\$ 360,056</u> | <u>\$ 377,848</u> |

Foreign Defined Benefit Pension Plans:

|                | 2023              | 2022              |
|----------------|-------------------|-------------------|
|                | (In thousands)    |                   |
| Funded plans   | \$ 178,854        | \$ 167,495        |
| Unfunded plans | 36,360            | 30,924            |
| Total          | <u>\$ 215,214</u> | <u>\$ 198,419</u> |

Weighted average assumptions used to determine benefit obligations at December 31:

|  | 2023   | 2022   |
|--|--------|--------|
| U.S. Defined Benefit Pension Plans:              |        |        |
| Discount rate                                    | 5.38 % | 5.65 % |
| Rate of compensation increase (where applicable) | 3.75 % | 3.75 % |
| Foreign Defined Benefit Pension Plans:           |        |        |
| Discount rate                                    | 4.36 % | 4.73 % |
| Rate of compensation increase (where applicable) | 3.00 % | 2.50 % |

The following is a summary of the fair value of plan assets for U.S. plans at December 31:

| Asset Class                             | 2023              |                   |                  | 2022              |                   |                  |
|---|-------------------|-------------------|------------------|-------------------|-------------------|------------------|
|   | Total             | Level 1           | Level 2          | Total             | Level 1           | Level 2          |
|   | (In thousands)    |                   |                  |                   |                   |                  |
| Corporate debt instruments              | \$ 5,295          | \$ —              | \$ 5,295         | \$ 6,192          | \$ —              | \$ 6,192         |
| Corporate debt instruments – Preferred  | 16,004            | —                 | 16,004           | 13,425            | —                 | 13,425           |
| Corporate stocks – Common               | 43,287            | 43,287            | —                | 53,629            | 53,629            | —                |
| Municipal bonds                         | 1,253             | —                 | 1,253            | 711               | —                 | 711              |
| Registered investment companies         | 169,794           | 169,794           | —                | 155,541           | 155,541           | —                |
| U.S. Government securities              | 1,262             | —                 | 1,262            | 1,253             | —                 | 1,253            |
| Total investments                       | <u>236,895</u>    | <u>213,081</u>    | <u>23,814</u>    | <u>230,751</u>    | <u>209,170</u>    | <u>21,581</u>    |
| Investments measured at net asset value | 362,991           | —                 | —                | 338,298           | —                 | —                |
| Total investments                       | <u>\$ 599,886</u> | <u>\$ 213,081</u> | <u>\$ 23,814</u> | <u>\$ 569,049</u> | <u>\$ 209,170</u> | <u>\$ 21,581</u> |

**AMETEK, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**

U.S. equity securities and global equity securities categorized as level 1 are traded on national and international exchanges and are valued at their closing prices on the last trading day of the year. Some U.S. equity securities and global equity securities are public investment vehicles valued using the Net Asset Value ("NAV") provided by the fund manager. The NAV is the total value of the fund divided by the number of shares outstanding.

Fixed income securities categorized as level 2 are valued by the trustee using pricing models that use verifiable observable market data, bids provided by brokers or dealers or quoted prices of securities with similar characteristics.

The expected long-term rate of return on these plan assets was 7.59 % in 2023 and 6.75 % in 2022. Equity securities included 232,710 shares of AMETEK, Inc. common stock with a market value of \$ 38.4 million ( 6.4 % of total plan investment assets) at December 31, 2023 and 352,601 shares of AMETEK, Inc. common stock with a market value of \$ 49.3 million ( 8.7 % of total plan investment assets) at December 31, 2022.

The objectives of the Company's U.S. defined benefit plans' investment strategy are to maximize the plans' funded status and minimize Company contributions and plan expense. Because the goal is to optimize returns over the long term, an investment policy that favors equity holdings has been established. Since there may be periods of time where both equity and mutual fund markets provide poor returns, an allocation to alternative assets may be made to improve the overall portfolio's diversification and return potential. The Company periodically reviews its asset allocation, taking into consideration plan liabilities, plan benefit payment streams and the investment strategy of the pension plans. The actual asset allocation is monitored frequently relative to the established targets and ranges and is re-balanced when necessary. The target allocations for the U.S. defined benefits plans are approximately 50 % equity securities, 20 % fixed income securities and 30 % other securities and/or cash.

The equity portfolio is diversified by market capitalization and style. The equity portfolio also includes international components.

The objective of the mutual fund portion of the pension assets is to provide interest rate sensitivity for a portion of the assets and to provide diversification. The mutual fund portfolio is diversified within certain quality and maturity guidelines to minimize the adverse effects of interest rate fluctuations.

Certain investments are prohibited and include venture capital, private placements, unregistered or restricted stock, margin trading, commodities, short selling and rights and warrants. Foreign currency futures, options and forward contracts may be used to manage foreign currency exposure.

The following is a summary of the fair value of plan assets for foreign defined benefit pension plans at December 31:

| <u>Asset Class</u>                      | <u>2023</u>       |                  | <u>2022</u>       |                  |
|---|-------------------|------------------|-------------------|------------------|
|   | <u>Total</u>      | <u>Level 3</u>   | <u>Total</u>      | <u>Level 3</u>   |
| (In thousands)                          |                   |                  |                   |                  |
| Life insurance                          | \$ 12,619         | \$ 12,619        | \$ 13,043         | \$ 13,043        |
| Total investments                       | 12,619            | 12,619           | 13,043            | 13,043           |
| Investments measured at net asset value | 161,824           | —                | 146,549           | —                |
| Total investments                       | <u>\$ 174,443</u> | <u>\$ 12,619</u> | <u>\$ 159,592</u> | <u>\$ 13,043</u> |

Life insurance assets are considered level 3 investments as their values are determined by the sponsor using unobservable market data.

Life insurance assets categorized as level 3 are valued based on unobservable inputs and cannot be corroborated using verifiable observable market data. Investments in level 3 funds are redeemable, however, cash reimbursement may be delayed, or a portion held back until asset finalization.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

The following is a summary of the changes in the fair value of the foreign plans' level 3 investments (fair value determined using significant unobservable inputs):

|   | Life Insurance<br>(In thousands) |
|---|----------------------------------|
| Balance, December 31, 2021  | \$ 18,806                        |
| Actual return on assets:  |                                  |
| Unrealized losses relating to instruments still held at the end of the year         | \$ ( 5,763 )                     |
| Realized gains (losses) relating to assets sold during the year                     | \$ —                             |
| Purchases, sales, issuances and settlements, net                                    | \$ —                             |
| Balance, December 31, 2022  | \$ 13,043                        |
| Actual return on assets:  |                                  |
| Unrealized gains (losses) relating to instruments still held at the end of the year | \$ ( 424 )                       |
| Realized gains (losses) relating to assets sold during the year                     | \$ —                             |
| Purchases, sales, issuances and settlements, net                                    | \$ —                             |
| Balance, December 31, 2023  | <u>\$ 12,619</u>                 |

The objective of the Company's foreign defined benefit plans' investment strategy is to maximize the long-term rate of return on plan investments, subject to a reasonable level of risk. Liability studies are also performed on a regular basis to provide guidance in setting investment goals with an objective to balance risks against the current and future needs of the plans. The trustees consider the risk associated with the different asset classes, relative to the plans' liabilities and how this can be affected by diversification, and the relative returns available on equities, mutual fund investments, real estate and cash. Also, the likely volatility of those returns and the cash flow requirements of the plans are considered. It is expected that equities will outperform mutual fund investments over the long term. However, the trustees recognize the fact that mutual fund investments may better match the liabilities for pensioners. Because of the relatively young active employee group covered by the plans and the immature nature of the plans, the trustees have chosen to adopt an asset allocation strategy more heavily weighted toward equity investments. This asset allocation strategy will be reviewed, from time to time, in view of changes in market conditions and in the plans' liability profile. The target allocations for the foreign defined benefit plans are approximately 23 % equity securities, 21 % fixed income securities, 51 % multi-asset funds and 5 % other securities, insurance or cash.

The assumption for the expected return on plan assets was developed based on a review of historical investment returns for the investment categories for the defined benefit pension assets. This review also considered current capital market conditions and projected future investment returns. The estimates of future capital market returns by asset class are lower than the actual long-term historical returns. Therefore, the assumed rate of return for U.S. plans is 7.46 % and 6.49 % for foreign plans in 2024.

**AMETEK, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**

The projected benefit obligation, accumulated benefit obligation and fair value of plan assets for pension plans with a projected benefit obligation in excess of plan assets and pension plans with an accumulated benefit obligation in excess of plan assets were as follows at December 31:

U.S. Defined Benefit Pension Plans:

|                           | Projected Benefit<br>Obligation Exceeds<br>Fair Value of Assets |          | Accumulated Benefit<br>Obligation Exceeds<br>Fair Value of Assets |          |
|---------------------------|---|----------|---|----------|
|                           | 2023  | 2022     | 2023  | 2022     |
| (In thousands)            |   |          |   |          |
| Benefit obligation        | \$ 2,558  | \$ 4,043 | \$ 2,558  | \$ 4,043 |
| Fair value of plan assets | —   | 707      | —   | 707      |

Foreign Defined Benefit Pension Plans:

|                           | Projected Benefit<br>Obligation Exceeds<br>Fair Value of Assets |            | Accumulated Benefit<br>Obligation Exceeds<br>Fair Value of Assets |            |
|---------------------------|---|------------|---|------------|
|                           | 2023  | 2022       | 2023  | 2022       |
| (In thousands)            |   |            |   |            |
| Benefit obligation        | \$ 132,796  | \$ 162,105 | \$ 132,527  | \$ 161,780 |
| Fair value of plan assets | 88,028  | 120,056    | 88,028  | 120,056    |

The following table provides the amounts recognized in the consolidated balance sheet at December 31:

|  | 2023        | 2022        |
|--|-------------|-------------|
| (In thousands)   |             |             |
| Funded status asset (liability):                                   |             |             |
| Fair value of plan assets  | \$ 774,329  | \$ 728,641  |
| Projected benefit obligation                                       | ( 581,730 ) | ( 581,887 ) |
| Funded status at the end of the year                               | \$ 192,599  | \$ 146,754  |
| Amounts recognized in the consolidated balance sheet consisted of: |             |             |
| Non-current asset for pension benefits (other assets)              | \$ 239,925  | \$ 192,140  |
| Current liabilities for pension benefits                           | ( 2,816 )   | ( 2,700 )   |
| Non-current liability for pension benefits                         | ( 44,510 )  | ( 42,686 )  |
| Net amount recognized at the end of the year                       | \$ 192,599  | \$ 146,754  |

The following table provides the amounts recognized in accumulated other comprehensive income, net of taxes, at December 31:

| <u>Net amounts recognized:</u> | 2023       | 2022       |
|--------------------------------|------------|------------|
| (In thousands)                 |            |            |
| Net actuarial loss             | \$ 184,489 | \$ 205,193 |
| Prior service costs            | 1,616      | 1,625      |
| Transition asset               | 2          | 3          |
| Total recognized               | \$ 186,107 | \$ 206,821 |

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

The following table provides the components of net periodic pension benefit expense (income) for the years ended December 31:

|                                   | 2023           | 2022       | 2021       |
|-----------------------------------|----------------|------------|------------|
|                                   | (In thousands) |            |            |
| Defined benefit plans:            |                |            |            |
| Service cost                      | \$ 2,820       | \$ 4,919   | \$ 6,985   |
| Interest cost                     | 30,209         | 20,124     | 18,532     |
| Expected return on plan assets    | ( 52,289 )     | ( 60,104 ) | ( 56,752 ) |
| Curtailment                       | —              | —          | 3,151      |
| Settlement                        | —              | ( 58 )     | —          |
| Amortization of:                  |                |            |            |
| Net actuarial loss                | 11,569         | 8,531      | 16,353     |
| Prior service costs               | 101            | 100        | 456        |
| Transition asset                  | 1              | 1          | 1          |
| Total net periodic benefit income | ( 7,589 )      | ( 26,487 ) | ( 11,274 ) |
| Other plans:                      |                |            |            |
| Defined contribution plans        | 43,044         | 39,326     | 31,149     |
| Foreign plans and other           | 9,015          | 8,373      | 8,454      |
| Total other plans                 | 52,059         | 47,699     | 39,603     |
| Total net pension expense         | \$ 44,470      | \$ 21,212  | \$ 28,329  |

The total net periodic benefit expense (income) is included in Cost of sales, General and administrative expense and Other income and expense in the consolidated statement of income. Unrecognized gains and losses are amortized into future net periodic pension cost using the 10% corridor method over the expected remaining life of the employee group.

The following weighted average assumptions were used to determine the above net periodic pension benefit income for the years ended December 31:

|  | 2023   | 2022   | 2021   |
|--|--------|--------|--------|
| U.S. Defined Benefit Pension Plans:              |        |        |        |
| Discount rate                                    | 5.65 % | 3.02 % | 2.69 % |
| Expected return on plan assets                   | 7.59 % | 6.75 % | 6.75 % |
| Rate of compensation increase (where applicable) | 3.75 % | 3.75 % | 3.75 % |
| Foreign Defined Benefit Pension Plans:           |        |        |        |
| Discount rate                                    | 4.73 % | 1.78 % | 1.27 % |
| Expected return on plan assets                   | 6.41 % | 5.85 % | 5.47 % |
| Rate of compensation increase (where applicable) | 2.50 % | 2.50 % | 2.50 % |

*Estimated Future Benefit Payments*

The estimated future benefit payments for U.S. and foreign plans are as follows: 2024 – \$ 43.5 million; 2025 – \$ 42.4 million; 2026 – \$ 42.6 million; 2027 – \$ 42.3 million; 2028 – \$ 42.6 million; 2029 to 2033 - \$ 197.0 million. Future benefit payments primarily represent amounts to be paid from pension trust assets. Amounts included that are to be paid from the Company's assets are not significant in any individual year.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

*Postretirement Plans and Post-employment Benefits*

The Company provides limited postretirement benefits other than pensions for certain retirees and a small number of former employees. Benefits under these arrangements are not funded and are not significant.

The Company also provides limited post-employment benefits for certain former or inactive employees after employment but before retirement. Those benefits are not significant in amount.

The Company has a deferred compensation plan, which allows employees whose compensation exceeds the statutory IRS limit for retirement benefits to defer a portion of earned bonus compensation. The plan permits deferred amounts to be deemed invested in either, or a combination of, an interest-bearing account, phantom mutual fund accounts or the equivalent of a fund which invests in shares of the Company's common stock on behalf of the employee. The amount owed to participants is an unfunded and unsecured general obligation which is payable out of either the general assets of the Company or a grant of shares of the Company's common stock. The amount deferred under the plan, including income earned, was \$ 35.9 million and \$ 31.8 million at December 31, 2023 and 2022, respectively. Administrative expense for the deferred compensation plan is borne by the Company and is not significant.

### 13. Contingencies

*Indemnifications*

In conjunction with certain acquisition and divestiture transactions, the Company may agree to make payments to compensate or indemnify other parties for possible future unfavorable financial consequences resulting from specified events (e.g., breaches of contract obligations or retention of previously existing environmental, tax or employee liabilities) whose terms range in duration and often are not explicitly defined. Where appropriate, the obligation for such indemnifications is recorded as a liability. Because the amount of these types of indemnifications generally is not specifically stated, the overall maximum amount of the obligation under such indemnifications cannot be reasonably estimated. Further, the Company indemnifies its directors and officers for claims against them in connection with their positions with the Company. Historically, any such costs incurred to settle claims related to these indemnifications have been minimal for the Company. The Company believes that future payments, if any, under all existing indemnification agreements would not have a material impact on its consolidated results of operations, financial position or cash flows.

*Asbestos Litigation*

The Company (including its subsidiaries) has been named as a defendant in a number of asbestos-related lawsuits. Certain of these lawsuits relate to a business which was acquired by the Company and do not involve products which were manufactured or sold by the Company. In connection with these lawsuits, the seller of such business has agreed to indemnify the Company against these claims (the "Indemnified Claims"). The Indemnified Claims have been tendered to, and are being defended by, such seller. The seller has met its obligations, in all respects, and the Company does not have any reason to believe such party would fail to fulfill its obligations in the future. To date, no judgments have been rendered against the Company as a result of any asbestos-related lawsuit. The Company believes that it has good and valid defenses to each of these claims and intends to defend them vigorously.

*Environmental Matters*

Certain historic processes in the manufacture of products have resulted in environmentally hazardous waste by-products as defined by federal and state laws and regulations. At December 31, 2023, the Company is named a Potentially Responsible Party ("PRP") at 12 non-AMETEK-owned former waste disposal or treatment sites (the "non-owned" sites). The Company is identified as a "de minimis" party in a majority of these sites based on the low volume of waste attributed to the Company relative to the amounts attributed to other named PRPs. The Company is participating in the investigation and/or related required remediation as part of a PRP Group and reserves have been established sufficient to satisfy the Company's expected obligations. The Company historically has resolved these issues within established reserve levels and reasonably expects this result will continue. In

**AMETEK, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**

In addition to these non-owned sites, the Company has an ongoing practice of providing reserves for probable remediation activities at certain of its current or previously owned manufacturing locations (the "owned" sites). For claims and proceedings against the Company with respect to other environmental matters, reserves are established once the Company has determined that a loss is probable and estimable. This estimate is refined as the Company moves through the various stages of investigation, risk assessment, feasibility study and corrective action processes. In certain instances, the Company has developed a range of estimates for such costs and has recorded a liability based on the best estimate. It is reasonably possible that the actual cost of remediation of the individual sites could vary from the current estimates and the amounts accrued in the consolidated financial statements; however, the amounts of such variances are not expected to result in a material change to the consolidated financial statements. In estimating the Company's liability for remediation, the Company also considers the likely proportionate share of the anticipated remediation expense and the ability of the other PRPs to fulfill their obligations.

Total environmental reserves at December 31, 2023 and 2022 were \$ 37.1 million and \$ 41.0 million, respectively, for both non-owned and owned sites. In 2023, the Company recorded \$ 6.0 million in reserves. Additionally, in 2023 the Company spent \$ 9.9 million on environmental matters. The total environmental expense is included in Other income and expense in the consolidated statement of income.

The Company has agreements with other former owners of certain of its acquired businesses, as well as new owners of previously owned businesses. Under certain of the agreements, the former or new owners retained, or assumed and agreed to indemnify the Company against, certain environmental and other liabilities under certain circumstances. The Company and some of these other parties also carry insurance coverage for some environmental matters.

The Company believes it has established reserves for the environmental matters described above, which are sufficient to perform all known responsibilities under existing claims and consent orders. In the opinion of management, based on presently available information and the Company's historical experience related to such matters, an adequate provision for probable costs has been made and the ultimate cost resulting from these actions is not expected to materially affect the consolidated results of operations, financial position or cash flows of the Company.

#### **14. Leases and Other Commitments**

##### *Leases*

The Company has commitments under operating leases for certain facilities, vehicles and equipment used in its operations. Our leases have initial lease terms ranging from 1 month to 15 years.

The components of lease expense were as follows:

|                      | 2023             | 2022             | 2021             |
|----------------------|------------------|------------------|------------------|
|                      | (In thousands)   |                  |                  |
| Operating lease cost | \$ 63,049        | \$ 59,296        | \$ 61,680        |
| Variable lease cost  | 11,384           | 11,096           | 7,724            |
| Total lease cost     | <u>\$ 74,433</u> | <u>\$ 70,392</u> | <u>\$ 69,404</u> |

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Supplemental balance sheet information related to leases was as follows:

|   | December 31,      |                   |
|---|-------------------|-------------------|
|   | 2023              | 2022              |
|   | (In thousands)    |                   |
| Right of use assets, net                                    | \$ 229,723        | \$ 170,295        |
| Lease liabilities included in Accrued liabilities and other | 61,055            | 46,366            |
| Lease liabilities included in Other long-term liabilities   | 182,436           | 129,227           |
| Total lease liabilities                                     | <u>\$ 243,491</u> | <u>\$ 175,593</u> |

Supplemental cash flow information and other information related to leases was as follows for the year ended December 31:

|  | 2023           | 2022      |
|--|----------------|-----------|
|  | (In thousands) |           |
| Cash used in operations for operating leases                           | \$ 39,191      | \$ 54,724 |
| Right-of-use assets obtained in exchange for new operating liabilities | \$ 95,052      | \$ 59,802 |
| Weighted-average remaining lease terms – operating leases (years)      | 6.66           | 5.07      |
| Weighted-average discount rate – operating leases                      | 4.48 %         | 3.32 %    |

Maturities of lease liabilities as of December 31, 2023 were as follows:

| Lease Liability Maturity Analysis | Operating Leases  |
|-----------------------------------|-------------------|
|                                   | (In thousands)    |
| 2024                              | \$ 59,507         |
| 2025                              | 47,953            |
| 2026                              | 38,357            |
| 2027                              | 27,753            |
| 2028                              | 20,281            |
| Thereafter                        | 71,873            |
| Total lease payments              | 265,724           |
| Less: imputed interest            | 22,233            |
|                                   | <u>\$ 243,491</u> |

The Company does not have any significant leases that have not yet commenced.

#### Other Commitments

As of December 31, 2023, and 2022, the Company had \$ 790.0 million and \$ 1,119.7 million, respectively, in purchase obligations outstanding, which primarily consisted of contractual commitments to purchase certain inventories at fixed prices.

The Company does not provide significant guarantees on a routine basis. The Company primarily issues guarantees, stand-by letters of credit and surety bonds in the ordinary course of its business to provide financial or performance assurance to third parties on behalf of its consolidated subsidiaries to support or enhance the subsidiary's stand-alone creditworthiness. The amounts subject to certain of these agreements vary depending on the covered contracts outstanding at any particular point in time. At December 31, 2023, the maximum amount of future payment obligations relative to these various guarantees was \$ 302.5 million and the outstanding liability under certain of those guarantees was \$ 193.6 million .

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

## 15. Reportable Segments and Geographic Areas Information

### *Descriptive Information about Reportable Segments*

The Company has two reportable segments, EIG and EMG. The Company's operating segments are identified based on the existence of segment managers. Certain of the Company's operating segments have been aggregated for segment reporting purposes primarily on the basis of product type, production processes, distribution methods and similarity of economic characteristics.

EIG manufactures advanced instruments for the process, power and industrial, and aerospace markets. It provides process and analytical instruments for the oil and gas, petrochemical, pharmaceutical, semiconductor, automation, and food and beverage industries. EIG also provides instruments to the laboratory equipment, ultra-precision manufacturing, medical, and test and measurement markets. It makes power quality monitoring and metering devices, uninterruptible power supplies, programmable power equipment, electromagnetic compatibility test equipment and gas turbines sensors. EIG also provides dashboard instruments for heavy trucks and other vehicles, as well as instrumentation and controls for the food and beverage industries. It supplies the aerospace and defense industry with aircraft and engine sensors, embedded computing systems, monitoring systems, power supplies, fuel and fluid measurement systems, and data acquisition systems.

EMG designs and manufactures highly engineered medical components and devices, automation solutions, thermal management systems, specialty metals and electrical interconnects. EMG products include single-use and consumable surgical instruments, implantable components, and drug delivery systems used across a wide range of medical applications. It also manufactures highly engineered electrical connectors and electronic packaging used to protect sensitive electronic devices. EMG makes precision motion control products for data storage, medical devices, business equipment, automation and other applications. It supplies high-purity powdered metals, strip and foil, specialty clad metals and metal matrix composites. EMG also manufactures motors used in commercial appliances, food and beverage machines, hydraulic pumps and industrial blowers. It produces motor-blower systems and heat exchangers used in thermal management and other applications on a variety of military and commercial aircraft and military ground vehicles. EMG also operates a global network of aviation maintenance, repair and overhaul facilities.

### *Measurement of Segment Results*

Segment operating income represents net sales less all direct costs and expenses (including certain administrative and other expenses) applicable to each segment but does not include interest expense. Net sales by segment are reported after elimination of intra- and inter-segment sales and profits, which are insignificant in amount. Reported segment assets include allocations directly related to the segment's operations. Corporate assets consist primarily of investments, pensions, insurance deposits and deferred taxes.

AMETEK, Inc.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Reportable Segment Financial Information

|  | 2023           | 2022          | 2021         |
|--|----------------|---------------|--------------|
|  | (In thousands) |               |              |
| Operating income and income before income taxes: |                |               |              |
| Segment operating income:                        |                |               |              |
| Electronic Instruments                           | \$ 1,310,962   | \$ 1,089,729  | \$ 958,183   |
| Electromechanical                                | 496,569        | 503,593       | 437,378      |
| Total segment operating income                   | 1,807,531      | 1,593,322     | 1,395,561    |
| Corporate administrative expenses                | ( 100,072 )    | ( 92,630 )    | ( 86,891 )   |
| Consolidated operating income                    | 1,707,459      | 1,500,692     | 1,308,670    |
| Interest and other expenses, net                 | ( 101,047 )    | ( 72,000 )    | ( 85,500 )   |
| Consolidated income before income taxes          | \$ 1,606,412   | \$ 1,428,692  | \$ 1,223,170 |
| Assets:  |                |               |              |
| Electronic Instruments                           | \$ 9,559,282   | \$ 9,430,797  |              |
| Electromechanical                                | 4,957,944      | 2,617,685     |              |
| Total segment assets                             | 14,517,226     | 12,048,482    |              |
| Corporate  | 506,307        | 382,638       |              |
| Consolidated assets                              | \$ 15,023,533  | \$ 12,431,120 |              |

|   | 2023           | 2022       | 2021       |
|---|----------------|------------|------------|
|   | (In thousands) |            |            |
| Additions to property, plant and equipment <sup>(1)</sup> : |                |            |            |
| Electronic Instruments                                      | \$ 86,616      | \$ 93,505  | \$ 168,267 |
| Electromechanical   | 272,060        | 38,186     | 34,586     |
| Total segment additions to property, plant and equipment    | 358,676        | 131,691    | 202,853    |
| Corporate   | 12,385         | 19,757     | 10,417     |
| Consolidated additions to property, plant and equipment     | \$ 371,061     | \$ 151,448 | \$ 213,270 |
| Depreciation and amortization:                              |                |            |            |
| Electronic Instruments                                      | \$ 249,007     | \$ 238,436 | \$ 210,118 |
| Electromechanical   | 83,914         | 77,896     | 79,497     |
| Total segment depreciation and amortization                 | 332,921        | 316,332    | 289,615    |
| Corporate   | 4,715          | 3,095      | 2,497      |
| Consolidated depreciation and amortization                  | \$ 337,636     | \$ 319,427 | \$ 292,112 |

(1) Includes \$ 234.8 million in 2023, \$ 12.4 million in 2022, and \$ 102.6 million in 2021 from acquired businesses.

**AMETEK, Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**

*Geographic Areas*

Information about the Company's operations in different geographic areas for the years ended December 31, 2023 and 2022 is shown below.

|   | 2023           | 2022       |
|---|----------------|------------|
|   | (In thousands) |            |
| Long-lived assets from continuing operations (excluding intangible assets): |                |            |
| United States   | \$ 646,381     | \$ 412,577 |
| International <sup>(1)</sup> :  |                |            |
| United Kingdom  | 73,328         | 71,462     |
| European Union countries  | 95,781         | 89,993     |
| Asia  | 13,351         | 11,479     |
| Other foreign countries   | 62,452         | 50,130     |
| Total international   | 244,912        | 223,064    |
| Total consolidated  | \$ 891,293     | \$ 635,641 |

(1) Represents long-lived assets of foreign-based operations only.

**16. Additional Consolidated Income Statement and Cash Flow Information**

Included in other income (expense), net are interest and other investment income of \$ 12.0 million, \$ 1.0 million and \$ 2.0 million for 2023, 2022 and 2021, respectively. Income taxes paid in 2023, 2022 and 2021 were \$ 336.2 million, \$ 299.3 million and \$ 245.5 million, respectively. Cash paid for interest was \$ 66.3 million, \$ 80.2 million and \$ 78.7 million in 2023, 2022 and 2021, respectively.

**17. Stockholders' Equity**

In 2022, the Company repurchased approximately 2.7 million shares of its common stock for \$ 332.8 million in cash under its share repurchase authorization. On May 5, 2022, the Company's Board of Directors approved a \$ 1 billion authorization of its common stock, which replaced the previous \$ 500 million authorization announced in February 2019. In 2023, the Company repurchased approximately 0.1 million shares of its common stock for \$ 7.8 million in cash under its share repurchase authorization. At December 31, 2023, \$ 816.1 million was available under the Company's Board of Directors authorization for future share repurchases.

Effective February 9, 2023, the Company's Board of Directors approved a 14 % increase in the quarterly cash dividend on the Company's common stock to \$ 0.25 per common share from \$ 0.22 per common share.

At December 31, 2023, the Company held 38.4 million shares in its treasury at a cost of \$ 1,896.6 million, compared with 38.5 million shares at a cost of \$ 1,903.0 million at December 31, 2022. The number of shares outstanding at December 31, 2023 was 230.9 million shares, compared with 230.1 million shares at December 31, 2022.

*Subsequent Event*

Effective February 9, 2024, the Company's Board of Directors approved a 12 % increase in the quarterly cash dividend on the Company's common stock to \$ 0.28 per common share from \$ 0.25 per common share.

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

**Item 9A. Controls and Procedures**

*Disclosure Controls and Procedures*

The Company maintains a system of disclosure controls and procedures that is designed to provide reasonable assurance that information, which is required to be disclosed, is accumulated and communicated to management in a timely manner. Under the supervision and with the participation of our management, including the Company's principal executive officer and principal financial officer, we have evaluated the effectiveness of our system of disclosure controls and procedures as required by Exchange Act Rule 13a-15(b) as of December 31, 2023. Based on that evaluation, the Company's principal executive officer and principal financial officer concluded that the Company's disclosure controls and procedures are effective at the reasonable assurance level.

Such evaluation did not identify any change in the Company's internal control over financial reporting during the quarter ended December 31, 2023 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

*Internal Control over Financial Reporting*

Management's report on the Company's internal controls over financial reporting is included in Part II, Item 8 of this Annual Report on Form 10-K. The report of the independent registered public accounting firm with respect to the effectiveness of internal control over financial reporting is included in Part II, Item 8 of this Annual Report on Form 10-K.

**Item 9B. Other Information**

*Insider Trading Arrangements and Policies*

During the quarter ended December 31, 2023, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

**Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

None.

## PART III

### Item 10. Directors, Executive Officers and Corporate Governance

a) Directors of the Registrant.

Information with respect to Directors of the Company is set forth under the heading "Election of Directors" in the Company's Proxy Statement for the 2024 Annual Meeting of Stockholders and is incorporated herein by reference.

b) Executive Officers of the Registrant.

Information with respect to executive officers of the Company is set forth under the heading "Executive Officers" in the Company's Proxy Statement for the 2024 Annual Meeting of Stockholders and is incorporated herein by reference.

c) Identification of the Audit Committee.

Information concerning the audit committee of the Company is set forth under the heading "Committees of the Board" in the Company's Proxy Statement for the 2024 Annual Meeting of Stockholders and is incorporated herein by reference.

d) Audit Committee Financial Experts.

Information concerning the audit committee financial experts of the Company is set forth under the heading "Committees of the Board" in the Company's Proxy Statement for the 2024 Annual Meeting of Stockholders and is incorporated herein by reference.

e) Corporate Governance/Nominating Committee.

Information concerning any material changes to the way in which security holders may recommend nominees to the Company's Board of Directors is set forth under the heading "Information about the 2025 Annual Meeting" in the Company's Proxy Statement for the 2024 Annual Meeting of Stockholders and is incorporated herein by reference.

f) Code of Ethics for Chief Executive Officer and Senior Financial Officers.

The Company has adopted a Code of Ethics for the principal executive officer, principal financial officer and principal accounting officer, which may be found on the Company's website at [www.ametek.com](http://www.ametek.com). Any amendments to the Code of Ethics or any grant of a waiver from the provisions of the Code of Ethics requiring disclosure under applicable U.S. Securities and Exchange Commission rules will be disclosed on the Company's website.

### Item 11. Executive Compensation

Information regarding executive compensation, including the "Compensation Discussion and Analysis," the "Compensation Committee Report," "Compensation Tables" and "Potential Payments Upon Termination or Change of Control" is set forth under the heading "Executive Compensation" in the Company's Proxy Statement for the 2024 Annual Meeting of Stockholders and is incorporated herein by reference.

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

Information regarding security ownership of certain beneficial owners and management appearing under “Stock Ownership of Executive Officers and Directors” and “Beneficial Ownership of Principal Stockholders” in the Company’s Proxy Statement for the 2024 Annual Meeting of Stockholders is incorporated herein by reference.

**Item 13. Certain Relationships and Related Transactions, and Director Independence**

Information appearing under “Certain Relationships and Related Transactions” and “Independence” in the Company’s Proxy Statement for the 2024 Annual Meeting of Stockholders is incorporated herein by reference.

**Item 14. Principal Accountant Fees and Services**

Information appearing under “Ratification of Appointment of Independent Registered Public Accounting Firm” in the Company’s Proxy Statement for the 2024 Annual Meeting of Stockholders is incorporated herein by reference.

## PART IV

### Item 15. Exhibits and Financial Statement Schedules

(a)(1) Financial Statements:

Financial statements are shown in the Index to Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K.

(a)(2) Financial Statement Schedules:

Financial statement schedules have been omitted because either they are not applicable or the required information is included in the financial statements or the notes thereto.

(a)(3) Exhibits:

| <b>Exhibit<br/>Number</b> | <b>Description</b>   | <b>Incorporated Herein by Reference to</b>                                |
|---------------------------|--|---|
| 3.1                       | <a href="#">Conformed Copy of Amended and Restated Certificate of Incorporation of AMETEK, Inc. as amended to and including May 9, 2019.</a> | Exhibit 3.1 to Form 8-K, dated May 13, 2019, SEC File No. 1-12981.        |
| 3.2                       | <a href="#">By-Laws of AMETEK, Inc. as amended to and including November 9, 2018.</a>  | Exhibit 3.2 to Form 10-Q dated March 31, 2020, SEC File No. 1-12981.      |
| 4.3†                      | <a href="#">AMETEK, Inc. 2011 Omnibus Incentive Compensation Plan, dated as of May 3, 2011 (the "2011 Plan").</a>                            | Exhibit 4 to Form S-8 dated May 6, 2011, SEC File No. 1-12981.            |
| 4.4†                      | <a href="#">Amendment No. 1 to the 2011 Plan.</a>  | Exhibit 4.5 to 2012 Form 10-K, SEC File No. 1-12981.                      |
| 4.5†                      | <a href="#">AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan.</a>   | Exhibit 4.3 to Form S-8 dated May 8, 2020, No. 1-12981                    |
| 10.1†                     | <a href="#">AMETEK, Inc. Retirement Plan for Directors, amended and restated effective January 1, 2005.</a>                                  | Exhibit 10.4 to Form 10-Q dated September 30, 2007, SEC File No. 1-12981. |
| 10.2†                     | <a href="#">AMETEK, Inc. Director's Deferred Compensation Plan, amended and restated as of October 1, 2018.</a>                              | Exhibit 10.1 to Form 10-Q dated September 30, 2018, SEC File No. 1-12981. |
| 10.3†                     | <a href="#">AMETEK, Inc. Deferred Compensation Plan, amended and restated as of June 15, 2018.</a>   | Exhibit 10.1 to Form 10-Q dated June 30, 2018, SEC File No. 1-12981.      |
| 10.5†                     | <a href="#">AMETEK, Inc. 2004 Executive Death Benefit Plan, amended and restated effective January 1, 2017.</a>                              | Exhibit 10.5 to 2016 Form 10-K, SEC File No. 1-12981.                     |
| 10.6†                     | <a href="#">AMETEK, Inc. Directors' Death Benefit Plan, effective January 1, 2005.</a>   | Exhibit 10.3 to Form 10-Q dated September 30, 2007, SEC File No. 1-12981. |
| 10.7†                     | <a href="#">Form of Executive Change of Control Separation Agreement between AMETEK, Inc. and a named executive.</a>                         | Exhibit 10.7 to Form 10-Q dated September 30, 2007, SEC File No. 1-12981. |

## [Table of Contents](#)

| <u>Exhibit<br/>Number</u> | <u>Description</u>   | <u>Incorporated Herein by Reference to</u>                                |
|---------------------------|--|---|
| 10.8*                     | <a href="#">Amended and Restated Termination and Change of Control Agreement between AMETEK, Inc. and a named executive, dated February 19, 2024.</a>  |   |
| 10.9†                     | <a href="#">AMETEK, Inc. Retirement and Savings Plan, amended and restated as of September 4, 2018.</a>  | Exhibit 10.2 to Form 10-Q dated September 30, 2018, SEC File No. 1-12981. |
| 10.10†                    | <a href="#">AMETEK, Inc. Supplemental Executive Retirement Plan, amended and restated as of October 1, 2018.</a>   | Exhibit 10.3 to Form 10-Q dated September 30, 2018, SEC File No. 1-12981. |
| 10.11†                    | <a href="#">Form of Performance Restricted Stock Unit Agreement for Chief Executive Officer.</a>   | Exhibit 10.1 to Form 10-Q dated March 31, 2018, SEC File No. 1-12981.     |
| 10.12†                    | <a href="#">Form of Performance Restricted Stock Unit Agreement.</a>   | Exhibit 10.2 to Form 10-Q dated March 31, 2018, SEC File No. 1-12981.     |
| 10.13†                    | <a href="#">AMETEK, Inc. 2011 Omnibus Incentive Compensation Plan, Form of Restricted Stock Agreement for non-employee Directors.</a>  | Exhibit 10.1 to Form 8-K dated May 8, 2018, SEC File No. 1-12981.         |
| 10.14†                    | <a href="#">AMETEK, Inc. 2011 Omnibus Incentive Compensation Plan, Form of Restricted Stock Agreement for Chief Executive Officer.</a>   | Exhibit 10.2 to Form 8-K dated May 8, 2018, SEC File No. 1-12981.         |
| 10.15†                    | <a href="#">AMETEK, Inc. 2011 Omnibus Incentive Compensation Plan, Form of Restricted Stock Agreement for Employees.</a>   | Exhibit 10.3 to Form 8-K dated May 8, 2018, SEC File No. 1-12981.         |
| 10.16†                    | <a href="#">AMETEK, Inc. 2011 Omnibus Incentive Compensation Plan, Form of Global Non-Qualified Stock Option Agreement for Employees.</a>  | Exhibit 10.4 to Form 8-K dated May 8, 2018, SEC File No. 1-12981.         |
| 10.17                     | <a href="#">Amended and Restated Credit Agreement as of September 22, 2011, as amended and restated as of March 10, 2016, and as further amended and restated as of October 30, 2018, among AMETEK, Inc., the Foreign Subsidiary Borrowers Party Hereto, the Lenders Party Hereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A., PNC Bank, National Association, SunTrust Bank and Wells Fargo Bank, National Association, as Co-Syndication Agents, and U.S. Bank National Association, Mizuho Bank (USA), BNP Paribas, National Westminster Bank Plc and Commerzbank AG, New York Branch, as Co-Documentation Agents.</a> | Exhibit 10.4 to Form 10-Q dated September 30, 2018, SEC File No. 1-12981. |

## [Table of Contents](#)

| <b>Exhibit<br/>Number</b> | <b>Description</b>  | <b>Incorporated Herein by Reference to</b>                                |
|---------------------------|---|---|
| 10.18                     | <a href="#">Amendment No. 1 to Amended and Restated Credit Agreement, dated April 26, 2021, by and among AMETEK, Inc., AMETEK European Holdings Limited, AMETEK Canada Limited Partnership and AMETEK Material Analysis Holdings GmbH as Foreign Subsidiary Borrowers, with the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Bank of America, N.A., PNC Bank, National Association, Truist Bank and Wells Fargo Bank, National Association, as Co-Syndication Agents.</a> | Exhibit 10.1 to Form 8-K dated April 29, 2021, SEC File No. 1-12981       |
| 10.19                     | <a href="#">Amendment No. 2 to Amended and Restated Credit Agreement, dated November 18, 2021.</a>  | Exhibit 10.19 to Form 10-K dated February 22, 2022, SEC File No. 1-12981  |
| 10.24                     | <a href="#">AMETEK, Inc. Note Purchase Agreement, as of September 30, 2014.</a>   | Exhibit 10.1 to Form 8-K dated October 2, 2014, SEC File No. 1-12981.     |
| 10.25                     | <a href="#">Amendment No. 1 to Note Purchase Agreement, as of September 30, 2014.</a>   | Exhibit 10.1 to Form 10-Q dated September 30, 2016, SEC File No. 1-12981. |
| 10.26                     | <a href="#">AMETEK, Inc. Note Purchase Agreement, as of October 31, 2016.</a>   | Exhibit 10.1 to Form 8-K dated November 2, 2016, SEC File No. 1-12981.    |
| 10.27                     | <a href="#">AMETEK, Inc. 2018 Note Purchase Agreement, dated as of December 13, 2018.</a>   | Exhibit 10.1 to Form 8-K dated December 13, 2018, SEC File No. 1-12981.   |
| 10.28†                    | <a href="#">AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan Form of Performance Restricted Stock Unit Award for Chief Executive Officer</a>   | Exhibit 10.1 to Form 10-Q dated March 31, 2021, SEC File No. 1-12981.     |
| 10.29†                    | <a href="#">AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan Form of Performance Restricted Stock Unit Award</a>   | Exhibit 10.2 to Form 10-Q dated March 31, 2021, SEC File No. 1-12981.     |
| 10.30†                    | <a href="#">AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan Form of Restricted Stock Award for Chief Executive Officer</a>  | Exhibit 10.3 to Form 10-Q dated March 31, 2021, SEC File No. 1-12981.     |
| 10.31†                    | <a href="#">AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan Form of Restricted Stock Award for Non-Employee Directors</a>   | Exhibit 10.4 to Form 10-Q dated March 31, 2021, SEC File No. 1-12981.     |
| 10.32†                    | <a href="#">AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan Form of Restricted Stock Award</a>  | Exhibit 10.5 to Form 10-Q dated March 31, 2021, SEC File No. 1-12981.     |
| 10.33†                    | <a href="#">AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan Form of Global Non-Qualified Stock Option Award for Chief Executive Officer</a>   | Exhibit 10.6 to Form 10-Q dated March 31, 2021, SEC File No. 1-12981.     |
| 10.34†                    | <a href="#">AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan Form of Global Non-Qualified Stock Option Award</a>   | Exhibit 10.7 to Form 10-Q dated March 31, 2021, SEC File No. 1-12981.     |
| 10.35†                    | <a href="#">Amendment No. 1 to AMETEK Inc. 2020 Omnibus Incentive Compensation Plan</a>   | Exhibit 10.35 to Form 10-K dated December 31, 2022, SEC File No. 1-12981. |

## [Table of Contents](#)

| <b>Exhibit<br/>Number</b> | <b>Description</b>   | <b>Incorporated Herein by Reference to</b> |
|---------------------------|--|--|
| 10.36*                    | <a href="#">AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan, Form of Restricted Stock Unit Award for Non-U.S. Recipients</a>                               |  |
| 10.37*                    | <a href="#">AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan and 2020 France Option Sub-Plan Form of France Non-Qualified Stock Option Award</a>            |  |
| 10.38*                    | <a href="#">AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan Form of Global Non-Qualified Stock Option Award - 2024 version</a>                             |  |
| 10.39*                    | <a href="#">AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan Form of Global Non-Qualified Stock Option Award for Chief Executive Officer - 2024 version</a> |  |
| 21*                       | <a href="#">Subsidiaries of the Registrant.</a>  |  |
| 23*                       | <a href="#">Consent of Independent Registered Public Accounting Firm.</a>  |  |
| 97.1*                     | <a href="#">Executive Compensation Recoupment Policy in Restatement Situations</a>   |  |
| 31.1*                     | <a href="#">Certification of Chief Executive Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>   |  |
| 31.2*                     | <a href="#">Certification of Chief Financial Officer, Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>   |  |
| 32.1*                     | <a href="#">Certification of Chief Executive Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>   |  |
| 32.2*                     | <a href="#">Certification of Chief Financial Officer, Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>   |  |
| 101.INS*                  | XBRL Instance Document.  |  |
| 101.SCH*                  | XBRL Taxonomy Extension Schema Document.   |  |
| 101.CAL*                  | XBRL Taxonomy Extension Calculation Linkbase Document.   |  |
| 101.DEF*                  | XBRL Taxonomy Extension Definition Linkbase Document.  |  |
| 101.LAB*                  | XBRL Taxonomy Extension Label Linkbase Document.   |  |
| 101.PRE*                  | XBRL Taxonomy Extension Presentation Linkbase Document.  |  |
| 104                       | Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibit 101).                             |  |

† Management contract or compensatory plan required to be filed pursuant to Item 601 of Regulation S-K.

\* Filed electronically herewith.

**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.

AMETEK, Inc.

By:                     /s/ DAVID A. ZAPICO                      
David A. Zapico  
Chief Executive Officer

Date : February 22, 2024

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

| <u>Signature</u>  | <u>Title</u>   | <u>Date</u>       |
|---|--|-------------------|
| <u>                    /s/ DAVID A. ZAPICO                    </u><br>David A. Zapico           | Chairman of the Board of Directors<br>and Chief Executive Officer<br>(Principal Executive Officer) | February 22, 2024 |
| <u>                    /s/ WILLIAM J. BURKE                    </u><br>William J. Burke         | Executive Vice President –<br>Chief Financial Officer<br>(Principal Financial Officer)             | February 22, 2024 |
| <u>                    /s/ THOMAS M. MONTGOMERY                    </u><br>Thomas M. Montgomery | Senior Vice President –<br>Comptroller<br>(Principal Accounting Officer)                           | February 22, 2024 |
| <u>                    /s/ THOMAS A. AMATO                    </u><br>Thomas A. Amato           | Director   | February 22, 2024 |
| <u>                    /s/ TOD E. CARPENTER                    </u><br>Tod E. Carpenter         | Director   | February 22, 2024 |
| <u>                    /s/ ANTHONY J. CONTI                    </u><br>Anthony J. Conti         | Director   | February 22, 2024 |
| <u>                    /s/ STEVEN W. KOHLHAGEN                    </u><br>Steven W. Kohlhagen   | Director   | February 22, 2024 |
| <u>                    /s/ GRETCHEN W. MCCLAIN                    </u><br>Gretchen W. McClain   | Director   | February 22, 2024 |
| <u>                    /s/ KARLEEN M. OBERTON                    </u><br>Karleen M. Oberton     | Director   | February 22, 2024 |
| <u>                    /s/ DEAN SEEVERS                    </u><br>Dean Seavers                 | Director   | February 22, 2024 |
| <u>                    /s/ SUZANNE L. STEFANY                    </u><br>Suzanne L. Stefany     | Director   | February 22, 2024 |

**AMENDED AND RESTATED TERMINATION AND CHANGE OF CONTROL AGREEMENT**

This AMENDED AND RESTATED TERMINATION AND CHANGE OF CONTROL AGREEMENT ("Agreement"), made as of February 19, 2024, between AMETEK, Inc. (the "Company"), and David A. Zapico (the "Executive").

**WITNESSETH:**

WHEREAS, on the date hereof, the Executive is the Chairman and Chief Executive Officer of the Company; and

WHEREAS, the Company wishes to amend and restate the Termination and Change of Control Agreement made as of May 8, 2017 between the Company and the Executive (the "2017 Agreement") provide certain benefits to the Executive in the event of a termination of the Executive's employment under certain circumstances, including in the event of a change of control of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Company and the Executive agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below, unless the context clearly indicates otherwise:

(a) "Awards" shall mean such Restricted Shares, such Stock Options and other equity or equity based awards, if any, as may be granted to the Executive by the Company from time to time.

(b) "Board" shall mean the Board of Directors of the Company.

(c) "Cash Compensation" shall mean the sum of the Executive's base salary (equal to the rate of annual base salary for the Company's fiscal year immediately prior to the Termination Date) plus (i) the Executive's targeted bonus, if known, for the year in which the Termination Date occurs, or (ii) if the targeted bonus described in clause (i) is not known, the average of the Executive's bonuses for the two fiscal years of the Company immediately preceding the year in which the Termination Date occurs, including all such salary and bonuses earned in all capacities with the Company and its Subsidiaries, as reported for Federal income tax purposes on Form W-2, together with any amounts which would have been included in the Executive's salary or bonus but for a deferral election by the Executive under any plan of the Company or its Subsidiaries, including, but not limited to, a plan qualified under Section 401(k) or 125 of the Code.

(d) "Cause" shall mean (i) misappropriation of Company funds, (ii) habitual insobriety or substance abuse, (iii) conviction of a felony, or (iv) gross negligence in the performance of duties, which gross negligence has had a material adverse effect on the business, operations, assets, properties or financial condition of the Company; provided, however, that the Executive's having, or being regarded as having, a "disability" as defined by the Americans with Disabilities Act of 1990 or the ADA Amendments Act of 1998 shall not constitute Cause; provided, further, that none of the events described herein shall constitute Cause unless (A) the Company has first delivered a written notice to the Executive of the occurrence of the applicable event(s) giving rise to Cause, and (B) where remedial action is feasible, the Executive fails to correct or cure such event within twenty (20) days of receipt of

---

the Notice of Termination. If the Executive fails to timely correct or cure the condition, the termination is effective (and the Executive's employment terminates) as of the end of such twenty (20) day cure period. If the Executive timely corrects or cures the condition(s) giving rise to Cause for the Executive's termination, the Notice of Termination shall be deemed withdrawn and of no further force or effect.

(e) "Change of Control" shall mean (i) the acquisition by any person or group, other than the Company or any of its Subsidiaries, of 30% or more of the voting stock of the Company; (ii) the acquisition by the Company or any of its Subsidiaries, or any Executive benefit plan of the Company or any Subsidiary, or any person or entity organized, appointed or established by the Company or Subsidiary for or pursuant to the terms of any such Executive benefit plan, acting separately or in combination with each other or with other persons, of 50% or more of the voting stock of the Company, if after such acquisition the Shares are no longer publicly traded; (iii) within any two year period the individuals who constituted the Board at the beginning of the period shall cease for any reason to constitute a majority of the Board, provided that the election of each subsequent member who was approved in advance by two thirds of the members of the Board in office at the beginning of such two year period or whose election or nomination for election was previously so approved, shall be considered as though such individual was a member of the Board at the beginning of the period; or (iv) the consummation of a merger, consolidation or reorganization, the result of which is that the shareholders of the Company immediately prior to the merger, consolidation or reorganization do not own or control immediately after the merger, consolidation or reorganization at least 50% of the value of the outstanding equity or combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors of the Board or (v) a sale or other disposition (in one transaction or a series of related transactions) of all or substantially all of the Company's assets. Notwithstanding the foregoing, for any payment or benefit that is considered deferred compensation under Section 409A and where Change of Control is a payment, delivery, or issuance event or changes the time and form of payment, delivery or issuance and failure of such event to constitute a "change in control" event under Section 409A would result in additional taxes or penalties on the Executive, an event shall not constitute a Change of Control for purposes of such payment, delivery or issuance (or change in time and form of payment, delivery or issuance) unless it would also be a "change in control" (whether by change in ownership, effective control or change in the ownership of a substantial portion of the assets) under Section 409A.

(f) "Change of Control Termination" shall mean a Separation from Service due to the Executive's employment being terminated by the Company without Cause or by the Executive for Good Reason either (x) during the ninety (90) day period ending on the date of the Change of Control; provided that the substantial possibility of the Change of Control was known to the Executive and to a majority of the Board on or before the date the Notice of Termination was delivered, or (y) upon or at any time following a Change of Control.

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(h) "Disability" shall mean that as a result of the Executive's incapacity due to physical or mental illness or injury as determined in good faith by a physician selected jointly by the Company and the Executive, the Executive shall have been unable to perform his material duties for a period of one hundred fifty (150) consecutive days. If the Company and the

Executive cannot agree on a physician, each of the Company and the Executive shall select a physician, who together shall select a third physician, and the third physician shall make the determination, which such determination shall be final and binding on the Company and the Executive.

(i) "Good Reason" shall mean, without the written consent of the Executive, one or more of the following occurrences: (i) any failure of the Company to comply with and satisfy any of the terms of this Agreement; (ii) any reduction of the authority, duties or responsibilities held by the Executive, or removal from, or failure to be reelected to, the Board; (iii) any change in the Executive's reporting structure such that he is no longer reporting directly to the Board or the Chairman of the Board; (iv) any reduction of the Executive's current base compensation or bonus opportunity or any material reduction of the Executive's benefit entitlements; or (v) any transfer of the Executive to a location which is outside the Berwyn, Pennsylvania or Naples, Florida areas (or the general area in which his principal place of business immediately preceding the transfer may be located at such time if other than Berwyn, Pennsylvania or Naples, Florida) by more than fifty miles other than on a temporary basis (less than six (6) months), except for required travel on the Company's business to an extent substantially consistent with the Executive's business travel obligations on behalf of the Company in effect immediately prior to the transfer; provided, however, that if the Executive agrees to no longer be the Chairman and Chief Executive Officer and accept the position of Executive Chairman of the Board such event shall not constitute Good Reason; provided, further, that none of the events described herein shall constitute Good Reason unless the Executive has first delivered a Notice of Termination to the Company of the occurrence of the applicable event(s) within ninety (90) days of the initial existence of such event and the Company fails to correct or cure such event within twenty (20) days of receipt of the Notice of Termination and, if uncured, the termination is effective (and the Executive terminates) as of the end of such twenty (20) day cure period. If the Company timely corrects or cures the condition giving rise to Good Reason for the Executive's resignation, the Notice of Termination shall be deemed withdrawn and of no further force or effect. For purposes of Good Reason, the "authority, duties or responsibilities held by the Executive" shall mean the authorities, duties, or responsibilities customarily associated with the Executive's position in a company the size and nature of the Company.

(j) "Notice of Termination" shall mean a written notice which conforms to the requirements of Section 2.

(k) "Restricted Shares" shall mean any restricted stock awards of Shares which may be granted to the Executive under any Stock Incentive Plan of the Company, as adjusted pursuant to the terms of the agreement between the Company and the Executive evidencing such awards, which Shares continue to be forfeitable as of the applicable date or event referred to herein; upon becoming Vested, such Shares shall no longer be Restricted Shares for purposes of this Agreement.

(l) "Separation from Service" shall mean the Executive's ceasing to perform services for the Company and its successors and affiliates due to a termination of his employment; provided that, if the Executive continues thereafter providing services as an independent contractor for the Company or its successors and affiliates, then such continuing

services must be at a level of less than fifty percent (50%) of the average level of services performed over the immediately preceding thirty-six (36) month period, or as otherwise provided under Section 409A.

(m) "Share" shall mean a share of the common stock of the Company or any successor.

(n) "Stock Incentive Plan" shall mean any stock incentive plan(s) maintained by the Company pursuant to which equity or equity based awards may be granted by the Company to employees, as such plan as in effect from time to time.

(o) "Stock Option" shall mean any option to purchase Shares which may be granted to the Executive under any Stock Incentive Plan of the Company, as adjusted pursuant to the terms of the agreement between the Company and the Executive evidencing such option, which option is not fully exercisable as of the applicable date or event referred to herein, upon becoming Vested, such option (or the portion of the option which has become Vested) shall no longer be a Stock Option for purposes of this Agreement.

(p) "Subsidiary" shall mean any corporation or other entity which is deemed to be part of the affiliated group of the Company for purposes of Section 280G(d)(5) of the Code.

(q) "Termination Date" shall mean the date specified in the Notice of Termination, or the date of receipt of the Notice of Termination if the Notice is sent by the Company to the Executive and asserts that the Termination is for Cause, subject to any applicable cure period.

(r) "Vested" shall mean, with respect to Restricted Stock Awards, that the Shares subject to such Restricted Stock Awards have become nonforfeitable and transferable in accordance with the terms of the awards and restricted stock agreements between the Company and the Executive pursuant to which they were issued, and with respect to Stock Options (or any portion thereof) or other Awards exercisable, convertible or exchangeable into Shares (or any portion thereof), that the Stock Option (or such portion of the Stock Option) or such other Awards that may be exercisable, convertible or exchangeable into Shares (or such portion thereof), has become immediately exercisable, convertible or exchangeable by the Executive in accordance with the terms of the agreement between the Company and the Executive pursuant to which such Stock Option or other Award, as applicable, was granted.

## 2. **Notice of Termination; Resignation of Positions.**

(a) **Notice of Termination.** Any Separation from Service due to termination of the Executive's employment by either the Company or the Executive shall be communicated by a Notice of Termination to the other party to this Agreement, given in accordance with Section 19 hereof. For purposes of this Agreement, a "Notice of Termination" means a written notice of the termination of the Executive's employment which (i) in the case of a Notice of Termination from the Company, indicates whether the termination is for Cause or without Cause, or, in the case of a Notice of Termination from the Executive, indicates whether the resignation is for Good Reason or not for Good Reason, (ii) refers to the specific provision in this Agreement relied upon and briefly summarizes the facts and circumstances deemed to provide a basis for the termination of employment under the provision so indicated, and (iii) specifies the Termination Date, which date shall not be less than twenty (20) nor more than

---

thirty (30) days after the giving of such Notice, except for a Notice of Termination from the Company that the Executive is being terminated for Cause, which shall be effective immediately, subject to any applicable cure period.

(b) **Resignation of Other Positions.** Upon the Executive's Separation from Service for any reason, the Executive shall be deemed to have resigned from any and all directorships, offices, committee memberships and other positions with, on behalf of, or relating to the Company, its Subsidiaries or any of its controlled affiliates or benefits plans, effective as of such date of the Executive's termination of employment, unless otherwise mutually agreed with the Board.

3. **Termination Not in Connection With a Change of Control.** If the Executive has a Separation from Service due to the Executive's employment being terminated by the Company without Cause or by the Executive for Good Reason, and such termination is not a Change of Control Termination, the following benefits shall be provided to the Executive:

(a) The Company shall pay to the Executive on the next payroll following the sixtieth (60<sup>th</sup>) day following the Executive's Separation from Service, in a lump sum, an amount equal to two (2) times the Executive's Cash Compensation;

(b) All Awards shall become immediately Vested;

(c) Any Stock Option (whether previously Vested or which becomes Vested pursuant to Subsection (b) above), other than a Stock Option which has been designated as an "incentive stock option" within the meaning of Section 422 of the Code, shall be exercisable by the Executive (or following the Executive's death, by his estate) for a period of one year from the Termination Date (or such later date as provided under any award agreement or Stock Incentive Plan) (but not beyond the expiration date of the Stock Option);

(d) The Company shall continue the Executive's current coverage (single or family) under (or, at the election of the Company, provide a tax equivalent monthly payment equal to the cost of) the Company's plans or programs to provide health benefits (including, but not limited to, hospitalization, surgical, major medical, dental and vision benefits), disability insurance and death benefits (but Executive will be treated as a terminated employee as of the Termination Date for purposes of the Company's 2004 Executive Death Benefit Plan), as in effect from time to time for other senior executives of the Company, until the earliest of (i) the end of the second year following the year of the Separation from Service, (ii) as applied to health benefit coverage, the Executive's eligibility for Medicare, (iii) as applied to health benefits, disability insurance and death benefits, considered separately from each other, the Executive's commencement of new employment where the Executive is eligible to participate in substantially similar plans or programs, or (iv) the Executive's death. Notwithstanding the foregoing, if the Company determines in good faith that its payment of such costs will result in the imposition of excise taxes or penalties on the Company and/or the insurance carrier with respect to some or all of such benefit continuation, then the Company shall provide an economically equivalent benefit or payment, to the extent that such benefit or payment is consistent with applicable law and will not result in the imposition of such excise taxes or penalties; and

(e) The Company shall continue to provide the Executive with the Company provided car available to him at the Termination Date (or a comparable car, if the lease

on such car should expire) and shall pay (or reimburse Executive) for the reasonable operating expenses of the car, until the earlier of the second anniversary of the Termination Date or the Executive's death. The foregoing shall be subject to the following requirements: (i) the provision of the car pursuant hereto, and the amount of expenses eligible for reimbursement hereunder, during one calendar year may not affect the car to be provided or expenses eligible for reimbursement hereunder in any other calendar year, (ii) the reimbursement of an eligible expense hereunder shall be made by December 31st of the calendar year next following the calendar year in which the expense was incurred and (iii) the right to reimbursement or provision of the car hereunder shall not be subject to liquidation or exchange for another benefit.

4. **Change of Control - Awards.** If the Executive has a Change of Control Termination, the following shall apply with respect to the Executive's Awards:

(a) All Awards shall become immediately Vested.

(b) Any Stock Option (whether previously Vested or which becomes Vested pursuant to Subsection (a) above), other than a Stock Option which has been designated as an "incentive stock option" within the meaning of Section 422 of the Code, shall be exercisable by the Executive (or following the Executive's death, by his estate) for a period which expires one year after the Executive's Termination Date (or such later date as provided under any award agreement or Stock Incentive Plan) (but not beyond the expiration date of the Stock Option).

(c) If any Awards become Vested at or following a Change of Control Termination and the Shares are not publicly traded, then

(i) the Executive (or his beneficiary or estate following his death) shall have the right ("Put Rights") to compel the Company to buy back some or all of the Shares which were originally Restricted Shares or which were acquired by exercise of Stock Options or the exercise, conversion or exchange of other Awards, held by the Executive (or his beneficiary or estate, as applicable), for their fair market value, as established for the fiscal year. For purposes of this Subsection (c), if, at any time following a Change of Control Termination, the Shares are not publicly traded, the Company, at its own expense, shall cause a nationally recognized investment banking firm mutually acceptable to the Executive and the Company to make an annual valuation, effective as of the first day of the Company's fiscal year, which valuation shall establish the fair market value of a Share for such fiscal year. Copies of the valuation shall be furnished, in writing, to the Executive and the Company within three (3) months after the effective date of the valuation;

(ii) after the Executive's termination of employment or his death, the Company shall have the right ("Call Rights") to compel the Executive (or his beneficiary or estate, as applicable) to sell all the Shares which were originally Restricted Shares or which were acquired by exercise of Stock Options, held by the Executive (or his beneficiary or estate, as applicable), to the Company for their fair market value, as established for the fiscal year pursuant to clause (i) above, as modified by clause (iii) below; and

(iii) notwithstanding anything to the contrary in clauses (i) and (ii) above, the Company's repurchase price pursuant to any exercise of the Put Rights or the Call Rights shall be the fair market value of such Shares that are being repurchased, as established for the year pursuant to clause (i) above, provided that (A) if the Change of Control is in the form of a merger, consolidation, tender offer, going private transaction or any similar transaction, the amount per Share received by shareholders of the Company in the Change of Control transaction (the "Transaction Price") shall be deemed to be the fair market value per Share for a period of twelve (12) months following the consummation of the Change of Control unless any facts or circumstances arise within such twelve (12) month period that may materially affect the value of the Company (in which case such facts or circumstances shall be taken into account in determining fair market value), and (B) the first annual valuation pursuant to clause (i) above shall be made as of the first anniversary of such Change of Control and shall remain in effect for the remainder of the fiscal year with each subsequent annual valuation made as of the first day of each fiscal year thereafter, and remain in effect for the remainder of such fiscal year unless any facts or circumstances arise within such twelve (12) month period that may materially affect the value of the Company (in which case such facts or circumstances shall be taken into account in determining fair market value).

The Executive (or his beneficiary or estate) may exercise the Put Rights not more than once during any fiscal year of the Company. Neither the Executive (or his beneficiary or estate) nor the Company may exercise the Put Rights or Call Rights more than ninety (90) days after the issuance of the most recent annual valuation if the price at which the Put Rights or Call Rights are to be exercised is based on such valuation. The provisions of this Subsection (c) shall cease to apply if the Shares are again publicly traded.

(d) Immediately before a Change of Control, the Company shall sponsor and fund an irrevocable grantor trust (within the meaning of Rev. Proc. 92-64, as modified by Notice 2000-56) pursuant to a trust agreement to hold assets to satisfy any and all amounts which may become due to the Executive under Sections 4 or 5 of this Agreement as well as an amount equal to the reasonable Professional Fees the Company determines that it will incur under Section 13(2) or Section 23. For this purpose, the trust shall be funded using the assumption that the Executive's employment will be terminated when the Change of Control occurs, regardless of whether the Executive's employment will be terminated on that date. Such amounts shall be contributed to the irrevocable grantor trust, no later than the day immediately following a Change of Control; provided, however, that no contributions shall be made to such trust pursuant to this Section 4(d) if such funding would cause the amount contributed to be treated as property transferred in connection with the performance of services pursuant to Section 409A(b)(3) of the Code or result in the imposition of additional taxes by reason of Section 409A(b)(2). Such grantor trust may either be a new grantor trust established by the Company or a grantor trust the Company maintains for other purposes, provided, however, that such grantor trust is irrevocable.

5. **Termination in Connection With a Change of Control.** If the Executive has a Change of Control Termination, then, in addition to the benefits under Section 4 hereof regarding the Executive's Awards, the following benefits shall be provided to the Executive:

---

(a) The Company shall pay to the Executive on the next payroll following the sixtieth (60<sup>th</sup>) day following the Executive's Separation from Service, in a lump sum, an amount equal to 2.99 times the Executive's Cash Compensation.

(b) The Company shall provide the Executive (and his family, if applicable) with benefit coverage continuation pursuant to and subject to the terms and conditions of Section 3(d); provided, however, that health benefits provided for under Section 3(d) shall continue until the earliest of (i) the end of the tenth year following the year of the termination of employment, (ii) the Executive's eligibility for Medicare, (iii) the Executive's commencement of new employment where the Executive is eligible to participate in substantially similar plans or programs, or (iv) the Executive's death. Notwithstanding the foregoing, if the Company determines in good faith that the payment of such costs will result in the imposition of excise taxes or penalties on the Company and/or the insurance carrier with respect to some or all of such benefit continuation, then the Company shall provide an economically equivalent benefit or payment, to the extent that such benefit or payment is consistent with applicable law and will not result in the imposition of such excise taxes or penalties; and

(c) The Company shall provide the Executive with additional benefits pursuant to and subject to the terms and conditions of Section 3(e).

6. **Termination for Death or for Disability or for Cause or Without Good Reason.** If the Executive's employment is terminated by the Company for Cause, by the Executive without Good Reason, or on account of the Executive's death, or on account of the Executive's Disability, in all cases, whether or not prior to, in connection with, or following a Change of Control, the provisions of Sections 3 and 5 hereof shall not apply.

7. **No Mitigation.** The Executive shall not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for herein be reduced by any compensation earned by other employment or otherwise, except as provided in Sections 3(d) and 5(b).

8. **Non-Exclusivity of Rights.** Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in or rights under any benefit, bonus, incentive or other plan or program provided by the Company, or any of its Subsidiaries, and for which the Executive may qualify, other than severance benefits.

9. **No Set Off.** The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or others.

10. **Restrictive Covenants.**

(a) **Non-Competition.** The Executive agrees that during his employment by the Company and for twelve (12) months thereafter, regardless of the circumstances which result in his termination, he shall not own (other than less than three percent (3%) ownership in a publicly traded company), manage, finance (other than financing less than three (3%) of a publicly traded company), operate, or participate in the ownership, management, financing, operation, or control of, or be employed by or engaged as a consultant by or provides

services in any other capacity to, any person, company or entity that has products or services then under development or offered by such company or entity that are directly competitive with products or services then under development or offered by the Company for which the Company derives more than twenty percent (20%) of its total annual net sales (or revenue) (which net sales (or revenue) will be determined on a consolidated basis and not on the performance of each individual Subsidiary) from such products or services for the Company's prior fiscal year ("Competitive Business"); provided, however, that the obligations of this Section 10(a) shall not apply in the event that the Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason or if such termination is following a Change of Control.

(b) Non-Solicitation. The Executive agrees that during his employment by the Company and for twelve (12) months thereafter, regardless of the circumstances which result in his termination, he shall not (i) solicit or attempt to solicit, directly or indirectly, whether as an employee, officer, director, consultant or otherwise, any person or entity which is then a customer of the Company or has been a customer or solicited by the Company in the preceding twelve (12)-month period, to purchase products or services directly competitive with those sold or provided by the Company from any entity other than the Company; provided, however, that such non-solicitation shall not apply to customers where the Executive accepts a job under Section 10(a) with a company or entity that is not a Competitive Business and such customers are solicited to purchase products or services which are not part of a Competitive Business; (ii) solicit for employment, whether directly or indirectly, any individual who is then employed by the Company, or engaged by the Company, as an independent subcontractor or consultant; and/or (iv) encourage or induce, whether directly or indirectly, any individual who is then employed by the Company, or engaged by the Company as an independent contractor or consultant, to end his/her business relationship with the Company.

(c) Confidential Information. The Executive recognizes and acknowledges that, by reason of his employment by and service to the Company, he has had and will continue to have access to confidential information of the Company and its Subsidiaries, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and systems, sales and profit figures, customer and client lists, and relationships between the Company and its Subsidiaries and affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its Subsidiaries ("Confidential Information"). The Executive acknowledges that such Confidential Information is a valuable and unique asset and covenants that he will not, either during or after his employment by the Company, use or disclose any such Confidential Information except to authorized representatives of the Company or as required in the performance of his duties and responsibilities hereunder without the prior written authorization of the Board. The Executive shall not be required to keep confidential any Confidential Information which (i) is or becomes publicly available through no fault of the Executive, (ii) is already in his possession (unless obtained from the Company or one of its customers) or (iii) is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the Executive shall provide the Company written notice of any such order prior to such disclosure to the extent practicable under the circumstances and permitted by applicable law. Further, the Executive shall be free to use and employ his general skills, know-how and expertise, and to use, disclose and employ any contact

---

information, generalized ideas, concepts, know-how, methods, techniques or skills, including, without limitation, those gained or learned during the course of the performance of his duties and responsibilities hereunder, so long as he applies such information without disclosure or use of any Confidential Information. Upon the Executive's Separation from Service, the Executive will return (or destroy, if requested by Company) all Confidential Information to the Company to the fullest extent possible. The Company and the Executive acknowledge that pursuant to 18 U.S.C § 1833(b)(1) the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Company and the Executive further acknowledge that, pursuant to 18 U.S.C § 1833(b)(2) if the Executive files a lawsuit for alleged retaliation by the Company for reporting a suspected violation of law, the Executive may disclose the trade secret to the Executive's attorney and use the trade secret information in the court proceeding, if the Executive (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

(d) Non-Disparagement. During the Executive's employment and at any time thereafter, the Executive agrees not to at any time make statements or representations, orally or in writing, that disparage the commercial reputation, goodwill or interests of the Company, or any current or former employee, officer, or director of the Company. The Company shall direct its executive officers and directors employed at the time of the termination of his employment not to make statements or representations, orally or in writing, that disparage the Executive's commercial reputation, goodwill or interests. Nothing in this Agreement shall limit or otherwise prevent (i) any person from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency or any judicial, arbitral or self-regulatory forum or as otherwise required by law; (ii) either party from enforcing the other terms of this Agreement; (iii) the Company from reviewing the Executive's performance, conducting investigations and otherwise acting in compliance with applicable law, including making statements or reports in connection therewith, or making any public filings or reports that may be required by law; (iv) the Executive from the performance of his duties while employed by the Company; (v) the Executive from making a report to any governmental agency or entity, including but not limited to, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, if he has a reasonable belief that there has been a potential violation of federal or state law or regulation or from making other disclosures that are protected under the whistleblower provisions of any applicable federal or state law or regulation provided that no prior authorization to make any such reports or disclosures is required and Executive is not required to notify the Company he made any such reports or disclosures; or (vi) the Executive from communicating with any governmental agency or entity or otherwise fully participating in any investigation or proceeding that may be conducted by any governmental agency or entity. The Executive, however, may not waive the Company's attorney-client privilege.

(e) Injunctive Relief: Remedy. The Executive acknowledges that a breach or threatened breach of any of the terms set forth in this Section 10 may result in

irreparable and continuing harm to the Company for which there may be no adequate remedy at law. The Company shall be entitled to seek injunctive and other equitable relief, in addition to any other remedies available to the Company.

(f) Essential and Independent Agreements. It is understood by the parties hereto that the Executive's obligations and the restrictions and remedies set forth in this Section 10 are essential elements of this Agreement and that but for his agreement to comply with and/or agree to such obligations, restrictions and remedies, the Company would not have entered into this Agreement and offered the entitlements set forth in Sections 3 through 5. The Executive's obligations and the restrictions and remedies set forth in this Section 10 are independent agreements and the existence of any claim or claims by him against the Company under this Agreement or otherwise will not excuse his breach of any of his obligations or affect the restrictions and remedies set forth under this Section 10.

(g) Representations. The Executive acknowledges that he is sophisticated in business, and that the restrictions and remedies set forth in this Section 10 do not create an undue hardship on him and will not prevent him from earning a livelihood. The Executive further acknowledges that he has had a sufficient period of time within which to review this Agreement, including, without limitation, this Section 10, with an attorney of his choice and he has done so to the extent he desired. The Executive and the Company agree that the restrictions and remedies contained in this Section 10 are reasonable and necessary to protect the Company's legitimate business interests regardless of the reason for or circumstances giving rise to such termination and that he and the Company intend that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. Further the Executive and the Company agree that the Executive is entering into the restrictions contained in this Section 10 for the consideration offered in Sections 3 through 5 and that such consideration is reasonable and the Company would not have entered into this Agreement or agreed to pay such consideration if Executive had not agreed to such restrictions. The Executive agrees that given the scope of the Company's business and the sophistication of the information highway, any further geographic limitation on such remedies and restrictions would deny the Company the protection to which it is entitled hereunder. If it shall be found by a court or arbitrator of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or modified, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable to the fullest extent permissible under law.

(h) Company. For purposes of the provisions of this Section 10, the term "Company" shall be deemed to include the Company and any of its Subsidiaries.

11. Cooperation. The parties hereto agree that certain matters in which the Executive may be involved during his employment with the Company may necessitate the Executive's cooperation in the future. Accordingly, the Executive agrees, upon reasonable notice, to cooperate reasonably with the Company and its legal counsel on any matters which relate to the Executive's employment with the Company or to events or occurrences that transpired while the Executive was employed with the Company and as to which the Company reasonably determines that the Executive's cooperation is necessary or appropriate (other than in connection with a dispute between the Executive and the Company), including, but not limited to, making himself reasonably available to meet and speak with officers or employees of the

---

Company, the Company's counsel or any third-parties at the request of the Company and giving accurate and truthful information at any interviews and accurate and truthful testimony in any legal proceedings or actions. The Company shall, when scheduling the Executive to appear, take into account the Executive's business and personal time commitments, and reimburse the Executive for reasonable and pre-approved travel and other similar out-of-pocket expenses (upon submission of receipts or other appropriate documentation) incurred in connection with any such cooperation. In the event that the Executive's cooperation on non-legal matters pursuant to this Section 11 exceeds twenty (20) hours of time, the Company will compensate the Executive for time spent at his hourly rate then in effect or, in the event the Executive is no longer working, at the hourly rate of the Company's then current Chief Executive Officer. Nothing in this Agreement or any other agreement by and between the parties is intended to or shall preclude or in any way limit or restrict the Executive from providing accurate and truthful testimony or information to any governmental agency.

12. **Clawback.** Notwithstanding any other provision of this Agreement to the contrary, any incentive compensation (whether cash or equity) received by the Executive which is subject to recovery under any law, government regulation, order or stock exchange listing requirement (or any policy of the Company adopted pursuant to any such law, government regulation, order or stock exchange listing requirement) (any "Policy"), shall be subject to such deductions and clawback (recovery) as may be required to be made pursuant to law, government regulation, order, stock exchange listing or any Policy. The Executive agrees and consents to the Company's application, implementation and enforcement of (i) any Policy and (ii) any provision of applicable law relating to cancellation, rescission, payback or recoupment of incentive compensation, and expressly agrees that the Company may take such actions as are necessary to effectuate any Policy, any similar policy (as applicable to the Executive) or applicable law without further consent or action being required by the Executive. To the extent that the terms of this Agreement and any Policy conflict, then the terms of such Policy shall prevail, except as provided below. If any Policy implemented by the Company exceeds the deductions and clawback (recovery) mandated by applicable law, government regulation, order or stock exchange listing requirement, then following the Executive's Separation from Service, the policy applicable to the Executive shall, except to the extent required by such applicable law, government regulation, order or stock exchange listing requirement, not exceed the deductions and clawback (recovery) provided under such Policy in effect prior to the Executive's Separation from Service.

13. **Professional Fees.** The Executive will be entitled to reimbursement of reasonable and documented legal, accounting and other professional fees ("Professional Fees") incurred by him in connection with the negotiation of this Agreement not to exceed \$20,000 in the aggregate. Further, the Company shall, upon request of the Executive, advance the Executive (or his beneficiaries or estate following his death) any and all Professional Fees, reasonable costs and expenses incurred by the Executive (or his beneficiaries or estate following his death) (1) in resolving any controversy, dispute or claim arising out of or relating to this Agreement, or (2) relating to the Executive's compensation or payments under this Agreement in connection with a Change of Control; provided, that the Executive shall reimburse the Company any such advances on a net after-tax basis to cover expenses incurred by the Executive for claims (a) if it is determined that the Company is the prevailing party by an arbitrator or court of competent jurisdiction, as the case may be, or (b) brought by the Executive that are determined to be

---

frivolous or advanced in bad faith by an arbitrator or court of competent jurisdiction, as the case may be.

14. **Amendments.** No amendment or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid, unless in writing and duly executed by both parties.

15. **Waivers.** A waiver by any party hereto of any breach of this Agreement or the failure by a party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver of any other breach or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

16. **Severability.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any arbitrator or court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any statute, law, ordinance, order or regulation, contrary to which the parties hereto have no legal right to contract, the latter shall prevail, but in such event any provision of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.

17. **Assignment.** The Executive may not assign his rights or obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Executive, his heirs, executors and administrators, and the Company, its successors and assigns.

18. **Prior Agreements.** This Agreement supersedes and cancels (a) the Change of Control Agreement, dated as of October 24, 2007, between the Company and the Executive and (b) the Termination and Change of Control Agreement, dated as of May 8, 2017, between the Company and the Executive. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, memoranda, term sheets, conversations and negotiations, which shall be of no force and effect upon this Agreement becoming effective. There are no agreements, understandings, restrictions, representations or warranties between the parties other than those set forth herein or herein provided for.

19. **Notices.** All notices, requests, consents and other communications which either party is required or may desire to serve upon the other shall be in writing (including facsimile or similar writing) and shall be deemed to have been given (or delivered) at the time when personally delivered or, if mailed, when deposited in the United States mail, enclosed in a registered or certified postpaid envelope, addressed to the other party at the address stated below or to such changed address as such party may have fixed by notice, or, if given by facsimile, when electronic confirmation of the transmission is received:

---

To the Company:

AMETEK, Inc.  
Corporate Headquarters  
1100 Cassatt Road  
Berwyn, PA 19312  
Tel: 610-647-2121  
Facsimile: 610-296-3412  
Attention: General Counsel  
and  
Chief Financial Officer

To the Executive:

At the address on file with the Company;

Outten & Golden LLP  
685 Third Avenue  
New York, NY 10017  
Tel: 212-245-1000  
Facsimile: 646-509-2090  
Attention: Wendi S. Lazar, Esq.

provided that any notice of change of address shall be effective only when received.

20. **Successor Company.** The Company shall require any successor or successors (whether direct or indirect, by purchase, merger, spin-off or otherwise) to all or substantially all of the business and/or assets of the Company, by written agreement in form and substance satisfactory to the Executive, to acknowledge expressly that this Agreement is binding upon and enforceable against the successor or successors in accordance with the terms hereof, and to become jointly and severally obligated with the Company to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession or successions had taken place. Failure of the Company to notify the Executive in writing as to such successorship, to provide the Executive the opportunity to review and agree to the successor's assumption of this Agreement or to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement. As used in this Agreement, the Company shall mean the Company as hereinbefore defined and any such successor or successors to its business and/or assets, jointly and severally.

21. **Taxes.** The Company may withhold from or with respect to any payment of compensation or taxable benefit provided for under this Agreement any federal, state or local tax (including any applicable payroll tax or excise tax) to the extent required by law.

22. **Release.** Notwithstanding anything to the contrary contained herein, the Executive's entitlement to the payment of any amount or receipt of any benefit coverage under this Agreement, upon or following his termination of employment, is expressly conditioned upon his execution on or after the Termination Date of a release in the form acceptable to the Company (with such release is consistent with the terms of this Agreement) and such release becoming effective before the sixtieth (60<sup>th</sup>) day following the Executive's Termination Date.

23. **Section 280G.**

(a) Payments under this Agreement shall be made without regard to whether the deductibility of such payments (or any other payments to or for the benefit of the Executive) ("Change of Control Payments") would be limited or precluded by Section 280G of

---

the Code, and without regard to whether such payments (or any other payments) would subject the Executive to the federal excise tax levied on certain “excess parachute payments” under Section 4999 of the Code; provided, that if the total of all payments to or for the benefit of the Executive (whether under this Agreement or otherwise), after reduction for all state and federal taxes (including the tax described in Section 4999 of the Code, if applicable) with respect to such payments (“Executive’s Total After-Tax Payments”), would be increased by the limitation or elimination of any payment under this Agreement, amounts payable under this Agreement shall be reduced to the extent, and only to the extent, necessary to maximize the Executive’s total after-tax payments (the “Required Reduction Amount”).

(b) The determination as to whether and to what extent payments under this Agreement are required to be reduced in accordance with Section 23(a) shall be made at the Company’s expense by the Company’s independent accounting firm immediately prior to the Change of Control (provided, however, that if the independent accounting firm is precluded from performing such services, an independent accountant mutually agreeable to the parties shall be used) (the “Outside Firm”). Such Outside Firm shall, in making its determination, consider available exemptions, including to what extent (if any) such Change of Control Payments or portions thereof may properly be treated as “reasonable compensation for personal services rendered” by the Executive before, or after, the Change of Control, within the meaning of Code Section 280G(b)(4) and the regulations issued thereunder, including, without limitation, the valuation of the Executive’s obligations under Section 10 and any other covenants to refrain from performing services.

(c) In the event of any mistaken underpayment or overpayment under this Section 23, as determined by the Outside Firm, the amount of such underpayment or overpayment shall forthwith be paid to the Executive or refunded to the Company, as the case may be, with interest at 120% of the applicable federal rate provided for in Section 7872(f)(2) of the Code. Any reduction in payments required by this Section 23 shall be applied in the following order: (i) stock options or stock appreciation rights whose exercise price exceeds the fair market value of the optioned stock; (ii) Full Credit Payments (as defined below) that are payable in cash, (iii) non-cash Full Credit Payments that are then taxable, (iv) non-cash Full Credit Payments that are not then taxable (v) Partial Credit Payments (as defined below) and (vi) non-cash employee welfare benefits. In each case, reductions shall be made in reverse chronological order such that the payment or benefit owed on the latest date following the occurrence of the event triggering the excise tax will be the first payment or benefit to be reduced (with reductions made pro-rata in the event payments or benefits are owed at the same time). “Full Credit Payment” shall mean a payment, distribution or benefit, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, that if reduced in value by one dollar reduces the amount of the parachute payment (as defined in Section 280G of the Code) by one dollar, determined as if such payment, distribution or benefit had been paid or distributed on the date of the event triggering the excise tax. “Partial Credit Payment” shall mean any payment, distribution or benefit that is not a Full Credit Payment. In no event shall Executive have any discretion with respect to the ordering of payment reductions.

(d) A determination as to whether any reduction in the Executive’s Change of Control Payments is required pursuant to this Section 23, and if so, as to which Change of Control Payments are to be reduced and the amount of reduction to be made to any

such Change of Control Payments shall be made by no later than thirty (30) days prior to the closing of the transaction or the occurrence of the event that constitutes the Change of Control, or as soon thereafter as administratively practicable. Such determinations, and the assumptions to be utilized in arriving at such determinations shall be made by counsel to the Company in consultation with the Outside Firm. The Outside Firm shall provide a written report of its determinations hereunder, including detailed supporting calculations, both to the Executive and to the Company.

24. **Section 409A.**

(a) The payments and benefits to be provided under this Agreement are intended to be made and provided in a manner that is either exempt from or avoids taxation under Section 409A of the Code and the rules, regulations and notices thereunder ("Section 409A"). Any ambiguity in this Agreement shall be interpreted to comply with the above. The Executive acknowledges that the Company has made no representations as to the treatment of the compensation and benefits provided hereunder and the Executive has been advised to obtain his own tax advice. Each amount or benefit payable pursuant to this Agreement shall be deemed a separate payment for purposes of Section 409A.

(b) Notwithstanding anything to the contrary in this Agreement, if at the time of the Executive's Separation from Service, the Executive is a "specified employee" (within the meaning of Section 409A(a)(2)(B)), as determined under the policy of the Company, or any successor thereto, for identifying such specified employees, and the Company makes a determination that an amount payable on account of such Separation from Service to the Executive would be considered "nonqualified deferred compensation" subject to Section 409A the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Company shall not pay (or begin payment) of such amount on the otherwise scheduled payment date but will instead pay (or begin payment) of such amount on the earlier of the first payroll following (i) the Executive's death or (ii) the six (6) month anniversary of the Executive's Separation from Service. If the payment of any amounts under this Agreement are so delayed, the Executive shall be paid an amount equal to the sum of the payments that he would otherwise have received during such period, together with interest for the period of the delay at the one-year LIBOR rate in effect on the date of the Executive's Separation from Service, plus 50 basis points, as such rate is set forth in the Wall Street Journal.

(c) To the extent that the reimbursement of any expenses or the provision of any in-kind benefits pursuant to this Agreement is subject to Section 409A, (i) the amount of such expenses eligible for reimbursement, or in-kind benefits to be provided hereunder during any one calendar year shall not affect the amount of such expenses eligible for reimbursement or in-kind benefits to be provided hereunder in any other calendar year; provided, however, that the foregoing shall not apply to any limit on the amount of any expenses incurred by the Executive that may be reimbursed or paid under the terms of the Company's medical plan, if such limit is imposed on all similarly situated participants in such plan; (ii) all such expenses eligible for reimbursement hereunder shall be paid to the Executive no later than December 31st of the calendar year following the calendar year in which such expenses were incurred or such earlier date as provided under the Company's policies; and (iii) the Executive's right to receive any such

---

reimbursements or in-kind benefits shall not be subject to liquidation or exchange for any other benefit.

25. **Arbitration.** In the event of any dispute under the provisions of this Agreement, other than a claim by the Company regarding the breach of any of the Executive's obligations pursuant to Section 10 of this Agreement (it being understood and agreed that the Company may seek and obtain relief for any such breach including equitable relief from a court of competent jurisdiction), the parties agree first to engage in prompt and serious good faith discussions to resolve the dispute. If such discussions fail to resolve the dispute within thirty (30) days, the parties shall try to resolve the dispute, subject to the parties mutual agreement, through mediation using the services of JAMS or, at either party's option, arbitration as provided below. If the parties agree to mediation and such mediation fails to resolve the dispute, then the dispute, controversy or claim shall be settled by arbitration in Philadelphia, Pennsylvania, in accordance with the National Rules for the Resolution of Employment Disputes then in effect of the American Arbitration Association, before one arbitrator who shall be an executive officer or former executive officer of a publicly traded corporation, selected by the parties. Any award entered by the arbitrator shall be final, binding and nonappealable and judgment may be entered thereon by either party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The arbitrator shall have no authority to modify any provision of this Agreement or to award a remedy for a dispute involving this Agreement other than a benefit specifically provided under or by virtue of the Agreement. The Company shall be responsible for all of the fees of JAMS and the mediator and/or the American Arbitration Association and the arbitrator and any expenses relating to the conduct of the mediation and/or the arbitration (including reasonable attorneys' fees and expenses).

26. **Governing Law.** This Agreement shall be subject to, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, except to the extent that such laws are preempted by Federal law.

27. **Survival of Agreement.** The terms of this Agreement and the obligations of the parties hereunder, including, but not limited to Section 10 and Section 13, shall survive the termination of the Executive's employment with the Company for any reason.

28. **Interpretation; Counterparts.** No provision of this Agreement is to be interpreted for or against any party because that party drafted such provision. For purposes of this Agreement: "herein," "hereby," "hereinafter," "herewith," "hereafter" and "hereinafter" refer to this Agreement in its entirety, and not to any particular subsection or paragraph; and "includes" or "including" shall be deemed to be followed by the phrase "without limitation". This Agreement may be executed in any number of counterparts, including by facsimile or PDF, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

---

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

AMETEK, INC.

By: /s/ Robert S. Feit

\_\_\_\_\_  
Name: Robert S. Feit

Title: SVP, General Counsel and Corporate  
Secretary

EXECUTIVE

/s/ David A. Zapico

\_\_\_\_\_  
David A. Zapico

2020 OMNIBUS INCENTIVE COMPENSATION PLAN OF  
AMETEK, INC.

RESTRICTED STOCK UNIT AWARD  
FOR NON-U.S. RECIPIENTS

This RESTRICTED STOCK UNIT AWARD FOR NON-U.S. RECIPIENTS, including any special terms and conditions for the recipient's country as set forth in the addendum ("Addendum") attached hereto (collectively, the "Award"), is made as of the Award Date, by AMETEK, Inc. , to the Restricted Stock Unit recipient (the "Recipient").

W I T N E S S E T H :

WHEREAS, the Company has adopted the 2020 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the "Plan"), pursuant to which the Compensation Committee of the Board of Directors of the Company (the "Committee") may, inter alia, award Restricted Stock Units to such employees of the Company and its Affiliates as the Committee may determine, and subject to such terms, conditions and restrictions as the Committee may deem advisable; and

WHEREAS, pursuant to the Plan, the Committee has awarded to the Recipient a Restricted Stock Unit, subject to the terms, conditions and restrictions set forth in the Plan and in this Award;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pursuant to the Plan, the Company hereby grants to the Recipient on the Award Date, a Restricted Stock Unit award, and such units, the "Restricted Stock Units," are subject to the terms, conditions and restrictions set forth in the Plan and in this Award. Capitalized terms not otherwise defined in this Award shall have the same meanings as defined in the Plan.

2. At such time the Restricted Stock Units become vested and nonforfeitable, the Company will deliver to the Recipient an unrestricted certificate for a number of shares of Company Stock equal to the number of Restricted Stock Units that became vested ("RSU Shares") or an equivalent cash amount based on the value of a share of Company Stock, or a combination of the two, as determined by the Committee, in its discretion. The applicable date of delivery of the RSU Shares or cash (the "settlement date") shall be no later than two and one half (2½) months after the end of the calendar year in which the Restricted Stock Units become nonforfeitable.

3. The Restricted Stock Units shall become vested and nonforfeitable on the earliest of:

- (a) with respect to one-third of the Restricted Stock Units awarded (and any Dividend Equivalents with respect thereto) on each of the first, second and third anniversaries of the Award Date, subject to the Recipient's continuous employment with the Company (or any Affiliate) through each such date;
- (b) the death or Disability of the Recipient; or

- (c) the Recipient's termination of employment or service with the Company (or any Affiliate) as a result of and concurrent with a Change of Control (as defined in the Plan).

Except to the extent, if any, that the Restricted Stock Units shall have become vested and nonforfeitable pursuant to the foregoing provisions of this paragraph 3, if the Recipient otherwise ceases to remain in the employ or service of the Company and its Affiliates prior to the third anniversary of the Award Date, any unvested Restricted Stock Units (and any Dividend Equivalents, distributions and adjustments retained by the Company with respect thereto) shall be forfeited.

Furthermore, for purposes of the Restricted Stock Units, the Recipient's termination of employment or service will be deemed to occur (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any) as of the date the Recipient is no longer actively providing services to the Company or one of its subsidiaries and will not be extended by any notice period (*i.e.*, the Recipient's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under the employment laws in the jurisdiction where the Recipient is employed or the terms of his or her employment agreement, if any) (the "Termination Date"). Unless otherwise provided in this Award or determined by the Committee, the Recipient's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of the Termination Date. In case of any dispute as to whether and when a termination of employment or service has occurred, the Committee will have sole discretion to determine whether such termination of employment or service has occurred and the effective date of such termination of employment or service (including whether the Recipient may still be considered to be actively providing Services while on a leave of absence).

4. The Recipient shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, "transfer") any Restricted Stock Units, or any interest therein other than by will or the laws of descent and distribution, unless and until the Restricted Stock Units have been settled as provided in this Award.

5. Prior to the issuance of RSU Shares, Recipient will have no rights as a shareholder of the Company with respect to this Restricted Stock Unit award or the Restricted Stock Units.

6. If the number of outstanding shares of Company Stock changes through the declaration of stock dividends or stock splits prior to the vesting date, the Restricted Stock Units subject to this Award automatically will be adjusted, according to the provisions of Section 5(c) of the Plan. In the event of any other change in the capital structure or the Company Stock or other corporate events or transactions involving the Company, the Committee is authorized to make appropriate adjustments to this award.

7. Recipient shall be credited with Dividend Equivalents with respect to outstanding Restricted Stock Units prior to the applicable vesting date. Such Dividend Equivalents will be credited to the Recipient as a cash value plus interest, which shall be held by the Company subject hereto. For purposes of this paragraph 7, interest shall be credited from the date a Dividend Equivalent with respect to the Restricted Stock Units is made to the date on which the Company distributes such amounts to the Recipient, at the five-year Treasury Note rate, plus 0.5% as such rate is set forth in the Wall Street Journal as of the first business day of each calendar quarter. Dividend Equivalents shall be subject to the same

terms and conditions, and shall vest and be paid, or be forfeited (if applicable) at the same time as the Restricted Stock Units to which they relate.

8. The Company will address all Tax-Related Items (as defined below) in accordance with Section 14 of the Plan. The Recipient acknowledges and agrees that regardless of any action taken by the Company, or if different, the subsidiary or Affiliate for which the Recipient provides services (the "Employer") with respect to any or all income tax (including U.S. federal, state and local tax and/or non-U.S. tax), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Recipient's participation in the Plan and legally applicable to the Recipient ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the Recipient's responsibility and may exceed the amount actually withheld by the Company and/or the Employer. The Recipient further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including but not limited to, the grant, vesting or settlement of the awards, or the subsequent sale of RSU Shares acquired under the Plan; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the award to reduce or eliminate the Recipient's liability for Tax-Related Items or achieve a particular tax result. Further, if the Recipient is subject to Tax-Related Items in more than one jurisdiction, the Recipient acknowledges and agrees that the Company or Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

9. The Company and the Recipient each hereby agrees to be bound by the terms and conditions set forth in the Plan.

10. Any notices or other communications given in connection with this Award shall be sent either by registered or certified mail, return receipt requested, or by overnight mail, facsimile, or electronic mail to the Company and Recipient address or number of record or to such changed address or number as to which either party has given notice to the other party in accordance with this Paragraph 10. All notices shall be deemed given when so mailed, or if sent by facsimile or electronic mail, when electronic confirmation of the transmission is received, except that a notice of change of address shall be deemed given when received.

11. This Award and the Plan constitute the whole agreement between the parties hereto with respect to the Restricted Stock Unit award.

12. In accepting the Restricted Stock Unit award, the Recipient 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 Company at any time, to the extent permitted by the Plan; (ii) the grant of Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants or benefits in lieu of Restricted Stock Units, even if such awards have been granted in the past; (iii) all decisions with respect to future awards, if any, will be at the sole discretion of the Committee; (iv) the grant and the Recipient's participation in the Plan shall not be construed as creating any contract of employment between the Company and the Recipient and does not entitle the Recipient to any benefit other than that granted under this Award; (v) the Recipient is voluntarily participating in the Plan; (vi) the Restricted Stock Units and the RSU Shares are not intended to replace any pension rights or compensation; (vii) the Restricted Stock Units and the RSU Shares, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; (viii) the future value of the RSU Shares is unknown, indeterminable and cannot be predicted with

certainty; (ix) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from termination of employment or service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where the Recipient is employed or otherwise rendering services or the terms of the Recipient's employment or service agreement, if any); (x) unless otherwise agreed with the Company, the Restricted Stock Units and RSU Shares, and the income from and value of same, are not granted as consideration for, or in connection with the service the Recipient may provide as a director of any subsidiary or Affiliate; and (x) neither the Company, the Employer or any Parent Corporation or subsidiary shall be liable for any foreign exchange rate fluctuation between the Recipient's local currency and the U.S. Dollar that may affect the value of the Restricted Stock Units or any amounts due to the Recipient pursuant to the settlement of the awards or subsequent sale of RSU Shares acquired upon settlement.

**13.** This Award shall inure to the benefit of, and be binding on, the Company and its successors and assigns, and shall inure to the benefit of, and be binding on, the Recipient and his heirs, executors, administrators and legal representatives. This Award shall not be assignable by the Recipient.

**14.** *The Recipient hereby explicitly, voluntarily and unambiguously consents to the collection, use, and transfer, in electronic or other form, of the Recipient's personal data as described in this Award and any other Plan materials by and among, as applicable, the Employer, the Company and any other subsidiary for the exclusive purposes of implementing, administering and managing the Recipient's participation in the Plan.*

*The Recipient understands that the Company and the Employer may hold certain personal information about the Recipient, including, but not limited to, the Recipient's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to Company Stock awarded, canceled, exercised, vested, unvested or outstanding in the Recipient's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Recipient's participation in the Plan.*

*The Recipient understands that Data may be transferred to Schwab Stock Plan Services, which may assist the Company (presently or in the future) with the implementation, administration and management of the Plan. The Recipient understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the Recipient's country. The Recipient understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Recipient authorizes the Company, and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing the Recipient's participation in the Plan. The Recipient understands that Data will be held only as long as is necessary to implement, administer and manage the Recipient's participation in the Plan. The Recipient understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Recipient understands that he or she is providing the consents herein on a purely voluntary basis. If the Recipient does not consent, or if the Recipient later seeks to revoke his or her consent, his or her employment or service relationship will not be affected; the only consequence of refusing or withdrawing the Recipient's consent is that the Company would not be able*

**to grant the Restricted Stock Units or other equity awards to the Recipient or administer or maintain such awards. Therefore, the Recipient understands that refusing or withdrawing his or her consent may affect the Recipient's ability to participate in the Plan. For more information on the consequences of the Recipient's refusal to consent or withdrawal of consent, the Recipient understands that he or she may contact his or her local human resources representative.**

**Finally, the Recipient understands that the Company may rely on a different legal basis for the processing and/or transfer of Data in the future and/or request the Recipient to provide another data privacy consent. If applicable and upon request of the Company, the Recipient agrees to provide an executed acknowledgement or data privacy consent form to the Company or the Employer (or any other acknowledgements, agreements or consents) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Recipient's country, either now or in the future. The Recipient understands that he or she will not be able to participate in the Plan if he or she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.**

15. If the Recipient resides in a country outside the United States or is otherwise subject to the laws of a country other than the United States, the Restricted Stock Units and the RSU Shares acquired under the Plan shall be subject to the additional terms and conditions for the Recipient's country set forth in the Addendum. Moreover, if the Recipient relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to the Recipient, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum constitutes part of the Award.

16. If the Recipient has received the Award or any other document related to the Restricted Stock Units 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. The Company reserves the right to impose other requirements on the Recipient's participation in the Plan, on the Restricted Stock Units and on any RSU Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and unless otherwise prohibited by applicable law, to require the Recipient to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. The Recipient acknowledges that a waiver by the Company of any provision of the Award shall not operate or be construed as a waiver of any other provision of the Award, or of any subsequent breach by the Recipient or any other participant in the Plan.

19. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Recipient hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line electronic system established and maintained by the Company or a third party designated by the Company.

20. The provisions of this Award are severable and if any one or more of the provisions are determined to be illegal or otherwise enforceable, in whole or in part, then such provisions will be enforced to the maximum extent possible and other provisions will remain fully effective and enforceable.

21. Notwithstanding any other provision of the Plan or the Award, unless there is an exemption from any registration, qualification or other legal requirement applicable to the RSU Shares, the Company shall not be required to deliver any RSU Shares upon settlement of the awards prior to the

completion of any registration or qualification of the Company 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 absolute discretion, deem necessary or advisable. The Recipient understands that the Company is under no obligations to register or qualify the Company Stock with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Company Stock. Further, the Recipient agrees that the Company shall have unilateral authority to amend the Award without his or her consent, to the extent necessary to comply with securities or other laws applicable to the issuance of Company Stock.

22. This Award shall be subject to and construed in accordance with, the laws of the State of Delaware without giving effect to principles of conflicts of law. For purposes of any action, lawsuit or other proceedings brought to enforce this Award, relating to it, or arising from it, the parties hereby submit and consent to the sole and exclusive jurisdiction of the State of Pennsylvania, United States of America and agree that such litigation will be conducted in Chester County, or the federal courts for the United States for the District of Pennsylvania and no other courts.

23. The Recipient acknowledges that there may be certain foreign asset and/or account reporting requirements which may affect the Recipient's ability to acquire or hold RSU Shares acquired under the Plan or cash received from participating in the Plan in a brokerage or bank account outside of the Recipient's country. The Recipient may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Recipient may also be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to the Recipient's country through a designated bank or broker within a certain time after receipt. The Recipient acknowledges that it is his or her responsibility to be compliant with such regulations, and the Recipient should speak to his or her personal advisor on this matter.

24. The Recipient acknowledges that, depending on his or her country of residence, or broker's country of residence, or where the Company Stock is listed, the Recipient may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect his or her ability to accept, acquire, sell or attempt to sell or otherwise dispose of Company Stock, rights to Company Stock or rights linked to the value of Company Stock, during such times as the Recipient is considered to have "inside information" regarding the Company (as defined by laws or regulations in the applicable jurisdiction of the Recipient's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Recipient places before possessing inside information. Furthermore, the Recipient may be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities (third parties include fellow employees). 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. The Recipient acknowledges that it is his or her responsibility to comply with any applicable restrictions as well as any applicable Company insider trading policy, and the Recipient is advised to speak to his personal advisor on this matter.

25. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Recipient's participation in the Plan, or his or her acquisition of RSU Shares. The Recipient should consult with his or her own tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

26. The Recipient recognizes and acknowledges that, by reason of Recipient's employment by and service to the Company or an Affiliate, Recipient has had and will continue to have access to confidential information of the Company and its Affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and systems, sales and profit figures, customer and client lists, and relationships between the Company and its Affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its Affiliates ("Confidential Information"). The Recipient acknowledges that such Confidential Information is a valuable and unique asset and covenants that Recipient will not, either during or after Recipient's employment by the Company, use or disclose any such Confidential Information except to authorized representatives of the Company or as required in the performance of Recipient's duties and responsibilities. The Recipient shall not be required to keep confidential any Confidential Information which (i) is or becomes publicly available through no fault of the Recipient, (ii) is already in Recipient's possession (unless obtained from the Company (or an Affiliate) or one of its customers) or (iii) is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the Recipient shall provide the Company written notice of any such order prior to such disclosure to the extent practicable under the circumstances and permitted by applicable law. Further, the Recipient shall be free to use and employ Recipient's general skills, know-how and expertise, and to use, disclose and employ any contact information, generalized ideas, concepts, know-how, methods, techniques or skills, including, without limitation, those gained or learned during the course of the performance of Recipient's duties and responsibilities hereunder, so long as Recipient applies such information without disclosure or use of any Confidential Information. Upon the Recipient's termination of employment or service, the Recipient will return (or destroy, if requested by Company) all Confidential Information to the Company to the fullest extent possible.

27. During the Recipient's employment and at any time thereafter, the Recipient agrees not to at any time make statements or representations, orally or in writing, that disparage the commercial reputation, goodwill or interests of the Company (or an Affiliate), or any current or former employee, officer, or director of the Company (or an Affiliate). Nothing in this Award shall limit or otherwise prevent (i) any person from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency or any judicial, arbitral or self-regulatory forum or as otherwise required by law; (ii) either party from enforcing the other terms of this Award; (iii) the Company (or an Affiliate) from reviewing the Recipient's performance, conducting investigations and otherwise acting in compliance with applicable law, including making statements or reports in connection therewith, or making any public filings or reports that may be required by law; (iv) the Recipient from the performance of Recipient's duties while employed by the Company (or an Affiliate); or (v) the Recipient from making a report to any governmental agency or entity, including but not limited to, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, if Recipient has a reasonable belief that there has been a potential violation of federal or state law or regulation or from making other disclosures that are protected under the whistleblower provisions of any applicable federal or state law or regulation. No prior authorization to make any such reports or disclosures is required and the Recipient is not required to notify the Company that Recipient has made such reports or disclosures. The Recipient, however, may not waive the Company's (or an Affiliate's) attorney-client privilege.

28. The Recipient agrees that, to the extent applicable, the Restricted Stock Units (and any cash and RSU Shares paid in settlement thereof) will be subject to the Company's policies with respect to

the hedging and pledging of shares of Company Stock, stock ownership requirements, and clawbacks, in each case that the Company may have in effect from time to time.

29. In exchange for the valuable considerations included in this Award, at all times during the Recipient's employment with the Company, and for a period of 24 months following the Recipient's termination of employment with the Company for any reason, whether voluntary or involuntary, with or without cause, the Recipient shall not, on his or her own behalf or on behalf of any other person, firm, partnership, organization, agency, corporation or other entity, either directly or indirectly, to the fullest extent permitted by applicable law:

- (a) solicit, recruit, hire, or engage in any manner, or facilitate the solicitation, recruitment, hire or engagement of any employee, consultant, or independent contractor of the Company or any of its Affiliates.
- (b) induce, encourage or assist any director, officer, employee, agent, consultant, sales agent, sales agent representative, customer, or supplier of the Company or any of its Affiliates to terminate or alter his/her/its relationship with the Company or any of its Affiliates, or to join another business organization.
- (c) solicit, accept or conduct, other than for the benefit of the Company, any business with any customer or prospective customer of the Company with whom or which the Recipient had contact or about which the Recipient learned Confidential Information during his or her employment with the Company that is competitive with the business of the Company in which the Recipient worked during his or her employment with the Company.

30. If a court determines that the non-solicitation provision, or any part thereof, is unenforceable because of the duration or scope of such provision, then the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced. In the case that any one or more of the provisions contained in this Award shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Award and this Award shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ADDENDUM****SPECIAL TERMS AND CONDITIONS TO****RESTRICTED STOCK UNIT AWARD FOR NON-U.S. RECIPIENTS**

Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Restricted Stock Unit Award for Non-U.S. Recipients (the "Award") or in the 2020 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the "Plan").

***Terms and Conditions***

This Addendum includes special terms and conditions that govern the Restricted Stock Units granted to the Recipient under the Plan if he or she resides and/or works in one of the countries listed below. If the Recipient is a citizen (or is considered as such for local law purposes) of a country other than the country in which he or she is currently residing and/or working, or if he or she relocates to another country after the Restricted Stock Units are granted, the Recipient acknowledges and agrees that the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to the Recipient.

***Notifications***

This Addendum also includes information regarding securities law, exchange controls and certain other issues of which the Recipient should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of October 10, 2019. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Recipient not rely on the information contained herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date by the time he or she vests in the Restricted Stock Units or sells RSU Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Recipient's particular situation, and the Company is not in a position to assure the Recipient of a particular result. Accordingly, the Recipient is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Recipient's particular situation.

Finally, if the Recipient is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which he or she is currently residing and/or working, or if the Recipient relocated to another country after the grant of Restricted Stock Units, the notifications contained herein may not be applicable to the Recipient in the same manner.

**AUSTRIA****Notifications**

Exchange Control Information. Austrian residents who hold securities (including shares of Company Stock) or cash (including proceeds from the sale of such shares) outside of Austria may be required to report certain information to the Austrian National Bank if certain thresholds are exceeded. Specifically, if the Recipient is an Austrian resident and holds securities outside of Austria, reporting requirements will apply if the value of such securities exceeds (i) €30,000,000 as of the end of any calendar quarter, or (ii) €5,000,000 as of December 31. The deadline for filing the quarterly report is the 15th day of the month following the end of the respective quarter. The deadline for filing the annual report is January 31 of the following year.

Further, if Austrian residents hold cash in accounts outside of Austria, monthly reporting requirements will apply if the aggregate transaction volume of such cash accounts meets or exceeds €10,000,000. Specifically, if this threshold is met, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month.

**CANADA****Terms and Conditions**

Nature of Grant. The following provision replaces paragraph 12 of the Award:

For purposes of the Restricted Stock Units, the Recipient's termination of employment or service shall be deemed to occur (regardless of the reason for such termination of employment or service, and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or rendering services, or the terms of his or her employment or service agreement, if any) as of the date that is the earliest of (i) the date of termination of employment or service, (ii) the date on which the Recipient receives a notice of termination of employment or service, and (iii) the date on which the Recipient is no longer actively providing services to the Company, Affiliate or subsidiary, and shall not be extended by any period following such day during which he or she is in receipt of or eligible to receive any notice of termination of employment or service, pay in lieu of notice of termination of employment or service, severance pay or any other payments or damages, whether arising under statute, contract or common law. The Committee shall have exclusive discretion to determine when the Recipient is no longer actively providing services for purposes of the Restricted Stock Units (including whether the Recipient may still be considered to be providing services while on a leave of absence).

*The following provisions apply if the Recipient resides in Quebec:*

Consent to Receive Information in English. The parties acknowledge that it is their express wish that the Award, as well as any documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Pour Recevoir Des Informations en Anglais. Les parties reconnaissent avoir exigé la rédaction en anglais de la convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement, à la présente convention.

Data Privacy. The following provision supplements paragraph 14 of the Award:

The Recipient hereby authorizes the Company and the Company's representatives to discuss and obtain all relevant information from all personnel, professional or non-professional, involved in the administration of the Plan. The Recipient further authorizes the Company, Affiliate and/or subsidiary to disclose and discuss such information with their advisors. The Recipient also authorizes the Company, Affiliate and/or subsidiary to record such information and to keep such information in the Recipient's employment file.

### ***Notifications***

Securities Law Information. The Recipient is permitted to sell the RSU Shares acquired under the Plan through the designated broker appointed under the Plan, provided the sale of shares takes place outside of Canada through the facilities of a stock exchange on which the Company Stock is listed.

Foreign Asset/Account Reporting Information. Canadian residents are required to report to the tax authorities any foreign property held outside of Canada (including Restricted Stock Units and RSU Shares acquired under the Plan) annually on form T1135 (Foreign Income Verification Statement) if the total value of the foreign property exceeds C\$100,000 at any time during the year. Thus, if the C\$100,000 cost threshold is exceeded by other foreign property held by the Recipient, the Restricted Stock Units must be reported (generally at nil cost). For purposes of such reporting, Company Stock acquired under the Plan may be reported at their adjusted cost base. The adjusted costs basis of stock is generally equal to the fair market value of the stock at the time of acquisition; however, if the Recipient owns other stock (e.g., acquired under other circumstances or at another time), the adjusted cost basis may have to be averaged with the adjusted costs basis of the other stock. *The Recipient should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

### **DENMARK**

#### ***Terms and Conditions***

Danish Stock Option Act. In accepting the Restrict Stock Units, the Recipient acknowledges that he or she has received an Employer Statement translated into Danish, which is being provided to comply with the Danish Stock Option Act. To the extent more favorable to the Recipient and required to comply with the Stock Option Act, the terms set forth in the Employer Statement will apply to the Recipient's participation in the Plan.

Exclusion from Termination Indemnities and Other Benefits. This provision supplements paragraph 12 of the Award:

In accepting the Restricted Stock Units, the Recipient acknowledges that he or she understands and agrees that this grant relates to future services to be performed and is not a bonus or compensation for past services.

### ***Notifications***

Exchange Control and Tax Reporting Information. The Recipient may hold Company Stock acquired under the Plan in a safety-deposit account (e.g., a brokerage account) with either a Danish bank or with an approved foreign broker or bank. If the Company Stock is held with a non-Danish broker or bank, the Recipient is required to inform the Danish Tax Administration about the safety-deposit account. For this purpose, the Recipient must file a Declaration V (*Erklaering V*) with the Danish Tax Administration. Both the Recipient and the bank/broker must sign the Declaration V. By signing the Declaration V, the

bank/broker undertakes an obligation, without further request each year not later than on February 1 of the year following the calendar year to which the information relates, to forward certain information to the Danish Tax Administration concerning the content of the safety-deposit account. In the event that the applicable broker or bank with which the safety-deposit account is held does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Recipient acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account and any Company Stock acquired under the Plan and held in such account to the Danish Tax Administration as part of the Recipient's annual income tax return. By signing the Form V, the Recipient at the same time authorizes the Danish Tax Administration to examine the account. A sample of the Declaration V can be found at the following website: [www.skat.dk/getFile.aspx?Id=47392](http://www.skat.dk/getFile.aspx?Id=47392).

In addition, when the Recipient opens a deposit account or a brokerage account for the purpose of holding cash outside Denmark, the bank or brokerage account, as applicable, will be treated as a deposit account because cash can be held in the account. Therefore, the Recipient must also file a Declaration K (*Erklaering K*) with the Danish Tax Administration. Both the Recipient and the bank/broker must sign the Declaration K. By signing the Declaration K, the bank/broker undertakes an obligation, without further request each year, not later than on February 1 of the year following the calendar year to which the information relates, to forward certain information to the Danish Tax Administration concerning the content of the deposit account. In the event that the applicable financial institution (broker or bank) with which the account is held does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Recipient acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account to the Danish Tax Administration as part of the Recipient's annual income tax return. By signing the Declaration K, the Recipient at the same time authorizes the Danish Tax Administration to examine the account. A sample of Declaration K can be found at the following website: [www.skat.dk/getFile.aspx?Id=42409&newwindow=true](http://www.skat.dk/getFile.aspx?Id=42409&newwindow=true).

Foreign Asset/Account Reporting Information. If the Recipient establishes an account holding Company Stock or cash outside Denmark, the Recipient must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. Please note that these obligations are separate from and in addition to the obligations described above.

## **FINLAND**

There are no country-specific provisions.

## **GERMANY**

### ***Notifications***

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). In the event that the Recipient makes or receives a payment in excess of this amount, he or she must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website ([www.bundesbank.de](http://www.bundesbank.de)).

**INDIA****Notifications**

Exchange Control Information. Due to exchange control restrictions in India, Indian residents may be required to repatriate any proceeds from the sale of shares of Company Stock acquired under the Plan to India within 90 days of sale and within 180 days of receipt of any dividends (or as prescribed under applicable Indian exchange control laws as may be amended from time to time) and will not be able to use the proceeds for any dividend reinvestment program. Indian residents must obtain a foreign inward remittance certificate ("FIRC") from the bank where they deposit the funds and must maintain the FIRC as evidence of the repatriation of funds in the event that the Reserve Bank of India or the Employer requests proof of repatriation.

Foreign Account and Asset Reporting. Indian residents are required to declare any foreign bank accounts and assets (including shares of Company Stock) on their annual tax return. Indian residents should consult with their personal tax advisor to determine their reporting requirements.

**ITALY****Terms and Conditions**

Data Privacy. The following provision replaces paragraph 14 of the Award in its entirety:

*The Recipient understands that the Company and any subsidiary may hold certain personal information about the Recipient, including, but not limited to, the Recipient's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number (to the extent permitted under Italian law), salary, nationality, job title, any shares of stock or directorships held in the Company or any subsidiary, details of all Restricted Stock Units or other entitlement to common units or equivalent benefits granted, awarded, canceled, exercised, vested, unvested or outstanding in the Recipient's favor, and that the Company and the Employer will process said data and other data lawfully received from third parties ("Data") for the exclusive purpose of implementing, managing and administering the Recipient's participation in the Plan and complying with applicable laws, including community legislation.*

*The Recipient also understands that providing the Company with Data is necessary to effectuate the Recipient's participation in the Plan and that the Recipient's refusal to do so would make it impossible for the Company to perform its contractual obligations and may affect the Recipient's ability to participate in the Plan. The controllers of Data processing are Ametek, Inc. with registered offices at 1100 Cassatt Road, Berwyn, PA 19312, U.S.A. with its registered offices, which is also the Company's representative in Italy for privacy purposes pursuant to Legislative Decree no. 196/2003.*

*The Recipient understands that Data will not be publicized, but it may be accessible by the Employer as the privacy representative of the Company and within the Employer's organization by its internal and external personnel in charge of processing such Data and the data processor ("Processor"). An updated list of Processors and other transferees of Data is available upon request from the Employer.*

*Furthermore, Data may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. The Recipient understands that Data may also be transferred to the Recipient's stock plan service provider, Schwab Stock Plan Services, or such other administrator that may be engaged by the Company in the future. The Recipient further understands*

*that the Company and/or any subsidiary will transfer Data among themselves as necessary for the purpose of the implementation, administration and management of the Recipient's participation in the Plan. The Data recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purpose of implementing, administering, and managing the Recipient's participation in the Plan. The Recipient understands that these recipients may be acting as controllers, Processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States or elsewhere, in countries that do not provide an adequate level of data protection as intended under Italian privacy law. Should the Company exercise its discretion in suspending or terminating the Plan, it will delete Data as soon as it has accomplished all the necessary legal obligations connected with the management and administration of the Plan.*

*The Recipient understands that Data processing for the purposes specified in the Award shall take place under automated or non-automated conditions, anonymously when possible, and with confidentiality and security provisions, as set forth by applicable laws, with specific reference to Legislative Decree no. 196/2003. The processing activity, including the transfer of Data abroad, including outside of the European Economic Area, as specified in the Award does not require the Recipient's consent thereto as the processing is necessary for the performance of legal and contractual obligations related to implementation, administration and management of the Plan. The Recipient understands that, pursuant to section 7 of the Legislative Decree no. 196/2003, the Recipient has the right at any moment to, without limitation, obtain information on Data held, access and verify its contents, origin and accuracy, delete, update, integrate, correct, block or stop, for legitimate reason, the Data processing by contacting the Recipient's local human resources representative. Finally, the Recipient is aware that Data will not be used for direct marketing purposes.*

Grant Terms Acknowledgement By accepting the Restricted Stock Units, the Recipient acknowledges having received and reviewed the Plan and the Award, in their entirety and fully understands and accepts all provisions of the Plan and the Award. The Recipient further acknowledges that he or she has specifically read and expressly approves the following provisions of the Award: paragraphs 3, 8, 17 and 22.

#### **Notifications**

Foreign Asset/Account Reporting Information. Italian residents who, during the fiscal year, hold investments abroad or foreign financial assets (e.g., cash, shares of Company Stock) which may generate income taxable in Italy are required to report such on their annual tax returns (UNICO form, RW Schedule) or on a special form if no tax return is due. The same reporting obligations apply to Italian residents who, even if they do not hold investments abroad or foreign financial assets (e.g., cash, shares of Company Stock), are beneficial owners of the investment pursuant to Italian money laundering provisions.

Foreign Asset Tax Information. The value of financial assets held outside of Italy (including shares of Company Stock) by Italian residents is subject to a foreign asset tax. The taxable amount will be the fair market value of the financial assets (e.g., shares of Company Stock) assessed at the end of the calendar year.

**KOREA*****Notifications***

Exchange Control Information. Exchange control laws require Korean residents who realize US\$500,000 or more from the sale of shares of Company Stock in a single transaction to repatriate the proceeds to Korea within three years of the sale. However, this repatriation requirement likely does not apply to the sale of shares of Company Stock on or after July 18, 2017. The Recipient should consult with his or her personal legal advisor to determine whether the Recipient will be required to repatriate proceeds from the sale of shares of Company Stock back to Korea.

Foreign Asset/Account Reporting Information. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority, and file a report with respect to such accounts if the value of such accounts exceeds KRW 1 billion (or any equivalent amount in foreign currency) on any month-end date during a calendar year. Korean residents should consult with their personal tax advisor to determine their personal reporting obligations.

**MALAYSIA*****Notifications***

Securities Law Information. For the avoidance of doubt, the grant of Restricted Stock Units pursuant to the Plan is made to and shall be accepted by only employees of the Company and shall not in any way be construed to be an offer of securities to a third party. As such, the same is not required to be approved by the Securities Commission Malaysia and the Award has not been and will not be registered with the Securities Commission Malaysia as a prospectus pursuant to the Capital Markets and Services Act 2007 (Act 671) of Malaysia.

**SWEDEN**

There are no country-specific provisions.

**SWITZERLAND*****Notifications***

Securities Law Information. The Restricted Stock Units are not intended to be publicly offered in or from Switzerland. Because the offer of Restricted Stock Units is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any materials relating to the Restricted Stock Units constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, and neither this document nor any other materials relating to the Restricted Stock Units may be publicly distributed nor otherwise made publicly available in Switzerland. Neither this document nor any other offering or marketing materials relating to the Restricted Stock Units has been filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Supervisory Authority (FINMA)).

SPECIAL NOTICE FOR EMPLOYEES IN DENMARK  
EMPLOYER STATEMENT

Pursuant to Section 3(1) of the Act on Stock Options in employment relations (the "Stock Option Act"), you are entitled to receive the following information regarding participation in the Ametek, Inc. 2020 Omnibus Incentive Compensation Plan (the "Plan") in a separate written statement.

This statement contains only the information mentioned in the Stock Option Act, while the other terms and conditions of your restricted stock unit ("RSU") grant are described in detail in the Plan, Restricted Stock Unit Award for Global Recipients (the "Award") and the applicable country-specific supplement, which have been made available to you.

1. Date of grant of unfunded right to receive stock upon satisfying certain conditions

The grant date of your RSUs is the date that the Company approved a grant for you, which is set forth in the Award.

2. Terms or conditions for grant of a right to future award of stock

Only persons identified in Section 6 of the Plan are eligible to participate in the Plan. The grant of RSUs under the Plan is offered at the sole discretion of the Company and is intended to achieve the purposes identified in Section 1 of the Plan, including (among other things) encouraging share ownership in the Company by employees of the Company and any parents and subsidiaries that exist now or in the future. The Company may decide, in its sole discretion, not to make any RSU grants to you in the future. Under the terms of the Plan, the Award and the applicable country-specific supplement, you have no entitlement or claim to receive future RSU grants or awards in lieu of RSUs.

3. Vesting Date or Period

Generally, your RSUs will vest over a number of years, and subject to criteria, as provided in your Award. Your RSUs shall be converted into an equivalent number of shares of the common stock of the Company upon vesting.

4. Exercise Price

No exercise price is payable upon the vesting of your RSUs and the issuance of shares of the Company's common stock to you in accordance with the vesting schedule described above.

5. Your rights upon termination of employment

The treatment of your RSUs upon termination of employment will be determined under Sections 4 and 5 of the Stock Option Act unless the terms contained in the Plan, the Award and the applicable country-specific supplement are more favorable to you than Sections 4 and 5 of the Stock Option Act.

6. Financial aspects of participating in the Plan

The grant of RSUs has no immediate financial consequences for you. The value of the RSUs is not taken into account when calculating holiday allowances, pension contributions or other statutory consideration calculated on the basis of salary.

Shares of stock are financial instruments and investing in stock will always have financial risk. The future value of Company shares is unknown and cannot be predicted with certainty.

AMETEK, INC.  
1100 Cassatt Road  
Berwyn, PA 19132 U.S.A.

**AMETEK, INC.****2020 OMNIBUS INCENTIVE COMPENSATION PLAN AND  
2020 FRANCE OPTION SUB-PLAN****OPTION AGREEMENT**

**THIS CERTIFIES THAT** the French Participant as defined in the 2020 France Option Sub-Plan is hereby granted the option ("Option") under the 2020 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the "Plan") and the 2020 France Option Sub-Plan to purchase shares of the common stock, \$.01 par value, (the "Common Stock") of AMETEK, Inc., a Delaware corporation (the "Company"), upon and subject to the Plan, the 2020 France Option Sub-Plan and the following terms and conditions, being specified that capitalized terms not otherwise defined in this Option agreement (the "Agreement") shall have the same meanings as defined in the Plan and the 2020 France Option Sub-Plan.

1. The Options granted pursuant to this Agreement are intended to qualify for special tax and social security treatment in France applicable to rights to shares granted for no consideration under Sections L. 225-177 to L. 225-186-1 of the French Commercial Code, as amended. However, certain event may affect the qualified status of the Options and the Company does not make any undertaking or representation to maintain the qualified status of the Options. If the Options do not retain their qualified status, the special tax and social security treatment will not apply and the French Participant will be required to pay the French Participant's portion of social security contributions resulting from the Options as well as any income and other taxes that may be due pursuant to other rules for non-qualified Options.

2. The number of shares granted under this Option, the date of grant and exercise price are as set out on the Company's stock administrator's system.

3. This Option shall expire not later than ten (10) years from the date hereof (hereinafter called the "Expiration Date").

4. This Option shall not be transferable except in case of death to the extent hereinafter set forth and may be exercised or surrendered during the French Participant's lifetime only by the French Participant hereof.

5. Except as set forth in Paragraph 9 below, this Option shall vest in three equal installments on the first three anniversaries from the Grant Date hereof, as to one-third of the total number Options granted on each such anniversary.

6. To the extent vested and exercisable in accordance with Paragraph 5 above, this Option may be exercised from time to time in accordance with the procedures of the Company's stock plan administrator; provided, however, that this Option may not be exercised at any time when this Option or the granting or exercise thereof violates any law or governmental order or regulation, and in no event may the Option be exercised after the Expiration Date or such earlier expiration pursuant to Paragraph 9 below.

7. Payment for the stock purchased pursuant to any exercise of this Option shall be made in full at the time of the exercise of the Option by any one or more of the following methods: (a) by check payable to the order of the Company's stock plan administrator, (b) by wire transfer of funds to the Company's stock plan administrator, (c) by cashless exercise, or (d) by the delivery to the Company of shares of Common Stock of the Company which shall be valued at their Fair Market Value on the date of exercise of the Option.

8. To the extent that this Option is not exercised in full prior to its Expiration Date or earlier expiration pursuant to Paragraph 9 below, it shall terminate and become void and of no effect. The French Participant is solely responsible for any election to exercise the Option, and the Company has no obligation to provide notice to the French Participant of any matter, including, but not limited to, the date the Option expires. Neither the Company nor any Subsidiary has any liability in the event of the French Participant's failure to timely exercise any vested Option prior to its expiration.

9. If the French Participant shall voluntarily or involuntary leave the employ or service of the Company or the French Affiliate, this option shall terminate forthwith, except the Option shall have until the end of the three (3)-month period following the cessation of the French Participant's employment with or service to the

Company and its French Affiliate, and no longer, to exercise any vested but unexercised option the French Participant could have exercised on the day on which the French Participant left the employ or service of the Company and its French Affiliate. Notwithstanding the foregoing, any remaining vested and unexercised option shall be exercisable:

- (a) after the completion of at least ten (10) full years of employment or service with the French Affiliate and the attainment of age fifty-five (55), provided that such exercise is accomplished prior to the Expiration Date; or
- (b) in the case of death within six (6) months after the French Participant's death, and this even after the Expiration Date; or
- (c) if the French Participant's termination of employment or service occurs in connection with a Change in Control provided that such exercise is accomplished (i) prior to the Expiration Date and (ii) within one (1) year after the Change in Control; or
- (d) if the French Participant is disabled (as defined by Article L. 341-4 of the French *Code de la Sécurité Sociale*)) at the date of the French Participant's termination of employment or service, provided that such exercise is accomplished prior to the Expiration Date.

If the Company receives a legal opinion that there has been a legal judgment and/or legal development that in France or any applicable jurisdiction that likely would result in the favorable treatment that applies to Options under the Plan being deemed unlawful or discriminatory, the Company, in its sole discretion, shall have the power and authority to revise or strike certain provisions of the Agreement, including this Paragraph 9, to the minimum extent necessary to make it valid and enforceable to the full extent permitted under the law.

10. The French Participant acknowledges and agrees that regardless of any action taken by the Company, or if different, the subsidiary or Affiliate for which the French Participant provides services (the "Employer") with respect to any or all income tax (including U.S. federal, state and local tax and/or non-U.S. tax), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the French Participant's participation in the Plan and legally applicable under applicable legislation to the French Participant ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the French Participant's responsibility and may exceed the amount actually withheld by the Company and/or the Employer. The French Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Options, including but not limited to, the grant, vesting or settlement of the awards, or the subsequent sale of shares acquired under the Plan; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the award to reduce or eliminate the French Participant's liability for Tax-Related Items or achieve a particular tax result. Further, if the French Participant is subject to Tax-Related Items in more than one jurisdiction, the French Participant acknowledges and agrees that the Company or Employer 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, the French Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the French Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations about Tax-Related Items by one or a combination of the following:

- (a) withholding from the French Participant's wages or other cash compensation paid to the French Participant by the Company, the Employer or any other subsidiary;
- (b) withholding from the proceeds of the sale of share of Common Stock acquired at exercise either through a voluntary sale or through a mandatory sale arranged by the Company (on the French Participant's behalf pursuant to this authorization) without further consent;
- (c) withholding shares of Common Stock to be issued upon exercise of the Option, provided the Company only withholds the amount of shares of Common Stock necessary to satisfy no more than the maximum statutory withholding amounts; or
- (d) any other method approved by the Committee and permitted by applicable laws.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case the French Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the Common Stock equivalent) or, if not refunded, the French Participant may seek a

refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding shares of Common Stock, for tax purposes, the French Participant is deemed to have been issued the full number of shares of Common Stock, notwithstanding that Common Stock is held back solely for purposes of paying the Tax-Related Items.

Finally, the French Participant agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the French Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Common Stock or the proceeds from the sale of shares of Common Stock, if the French Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

11. In accepting the Option, the French Participant 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 Company at any time, to the extent permitted by the Plan and 2020 French Sub-Plan; (ii) the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants or benefits in lieu of Options, even if such awards have been granted in the past; (iii) all decisions with respect to future awards, if any, will be at the sole discretion of the Company; (iv) the grant of the Option and the French Participant's participation in the Plan shall not be construed as creating any contract of employment between the Company and the French Participant and does not entitle the French Participant to any benefit other than that granted under this Agreement; (v) the French Participant is voluntarily participating in the Plan; (vi) the Option and the shares of Common Stock subject to the Option, and the income from and value of same, are not intended to replace any pension rights or compensation; (vii) the Option and the shares of Common Stock subject to the Option, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; (viii) the future value of the shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty; (ix) if the underlying shares of Common Stock do not increase in value, the Option will have no value; (x) if the French Participant exercises the Option and acquires shares of Common Stock, the value of such shares of Common Stock may increase or decrease, even below the exercise price; (xi) no claim or entitlement to compensation or damages shall arise from forfeiture of the Options resulting from a termination from employment or service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment or other laws in the jurisdiction where the French Participant is employed or otherwise rendering services or the terms of the French Participant's employment or service agreement, if any); (xii) unless otherwise agreed with the Company, the Option and shares of Common Stock subject to the Option, and the income from and value of same, are not granted as consideration for, or in connection with the service the French Participant may provide as a director of any subsidiary or Affiliate; and (xiii) neither the Company, the Employer or any Parent Corporation or subsidiary shall be liable for any foreign exchange rate fluctuation between the French Participant's local currency and the U.S. Dollar that may affect the value of the Options or any amounts due to the French Participant pursuant to the exercise of the Option or subsequent sale of shares of Common Stock acquired upon exercise.

12. The grant of this Option shall not confer upon the French Participant the right to be retained by or in the employ or service of the Company or its subsidiaries and shall not interfere in any way with the right of the the French Affiliate to terminate the French Participant's employment or service at any time.

13. ***The French Participant hereby explicitly, voluntarily and unambiguously consents to the collection, use, and transfer, in electronic or other form, of the French Participant's personal data as described in this Agreement and any other Plan materials by and among, as applicable, the Employer, the Company and any other subsidiary for the exclusive purposes of implementing, administering and managing the French Participant's participation in the Plan.***

***The French Participant understands that the Company and the Employer may hold certain personal information about the French Participant, including, but not limited to, the French Participant's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all Options or any other entitlement to Common Stock awarded, canceled, exercised, vested, unvested or outstanding in the French Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the French Participant's participation in the Plan.***

*The French Participant understands that Data may be transferred to Schwab Stock Plan Services, which may assist the Company (presently or in the future) with the implementation, administration and management of the Plan. The French Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the French Participant's country. The French Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The French Participant authorizes the Company, and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing the French Participant's participation in the Plan. The French Participant understands that Data will be held only as long as is necessary to implement, administer and manage the French Participant's participation in the Plan. The French Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the French Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the French Participant does not consent, or if the French Participant later seeks to revoke his or her consent, his or her employment or service relationship will not be affected; the only consequence of refusing or withdrawing the French Participant's consent is that the Company would not be able to grant the Options or other equity awards to the French Participant or administer or maintain such awards. Therefore, the French Participant understands that refusing or withdrawing his or her consent may affect the French Participant's ability to participate in the Plan. For more information on the consequences of the French Participant's refusal to consent or withdrawal of consent, the French Participant understands that he or she may contact his or her local human resources representative.*

*The French Participant understands that the Company may rely on a different legal basis for the processing and/or transfer of his/her personal information in the future and/or request the French Participant to provide a separate data privacy consent. If applicable and upon request of the Company, the French Participant agrees to provide an executed acknowledgment or data privacy consent form to the Company or Employer (or any other acknowledgements, agreements or consents) that the Company and/or the Employer may deem necessary to obtain under relevant data privacy laws, now or in the future. The French Participant understands that he/she will not be able to participate in the Plan and the 2020 France Option Sub-Plan if he/she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.*

14. If the French Participant has received the Agreement or any other document related to the Option 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.

15. The Company reserves the right to impose other requirements on the French Participant's participation in the Plan, on the Options, and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the French Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

16. This Option is granted subject and pursuant to the provisions of the Plan, of the 2020 France Option Sub-Plan the terms of which are incorporated herein by reference. The grant and exercise of this Option are subject to interpretations and determinations by the Committee in accordance with the terms of the Plan. The French Participant acknowledges by virtue of the acceptance, the provisions of the current prospectus which is available and accessible through the stock administrator's system, of the Company relating to the shares covered under the Plan. A determination of the Committee as to any questions which may arise with respect to the interpretation of the provisions of this Option, of the 2020 France Option Sub-Plan and of the Plan shall be final. The Committee may authorize and establish such rules, regulations and revisions thereof, not inconsistent with the provisions of the Plan and/or of the 2020 France Option Sub-Plan, as it may deem advisable.

17. The French Participant recognizes and acknowledges that, by reason of the French Participant's employment by and service to the Company or an Affiliate, the French Participant has had and will continue to have access to confidential information of the Company and its Affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and systems, sales and profit figures, customer and client lists, and relationships between the Company and its Affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its Affiliates ("Confidential Information"). The French Participant acknowledges that such Confidential Information is a valuable and unique asset and

covenants that holder will not, either during or after the French Participant's employment by the Company, use or disclose any such Confidential Information except to authorized representatives of the Company or as required in the performance of the French Participant's duties and responsibilities. The French Participant shall not be required to keep confidential any Confidential Information which (i) is or becomes publicly available through no fault of the French Participant, (ii) is already in the French Participant's possession (unless obtained from the Company or an Affiliate or one of its customers) or (iii) is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the French Participant shall provide the Company written notice of any such order prior to such disclosure to the extent practicable under the circumstances and permitted by applicable law. Further, the French Participant shall be free to use and employ the French Participant's general skills, know-how and expertise, and to use, disclose and employ any contact information, generalized ideas, concepts, know-how, methods, techniques or skills, including, without limitation, those gained or learned during the course of the performance of the French Participant's duties and responsibilities hereunder, so long as the French Participant applies such information without disclosure or use of any Confidential Information. Upon the French Participant's termination of employment or service, the French Participant will return (or destroy, if requested by Company) all Confidential Information to the Company to the fullest extent possible.

18. During the French Participant's employment and at any time thereafter, the French Participant agrees not to at any time make statements or representations, orally or in writing, that disparage the commercial reputation, goodwill or interests of the Company (or an Affiliate), or any current or former employee, officer, or director of the Company (or an Affiliate). Nothing in this Agreement shall limit or otherwise prevent (i) any person from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency or any judicial, arbitral or self-regulatory forum or as otherwise required by law; (ii) either party from enforcing the other terms of this Agreement; (iii) the Company (or an Affiliate) from reviewing the holder's performance, conducting investigations and otherwise acting in compliance with applicable law, including making statements or reports in connection therewith, or making any public filings or reports that may be required by law; (iv) the French Participant from the performance of the French Participant's duties while employed by the Company (or an Affiliate); or (v) the French Participant from making a report to any governmental agency or entity, including but not limited to, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, if the French Participant has a reasonable belief that there has been a potential violation of federal or state law or regulation or from making other disclosures that are protected under the whistleblower provisions of any applicable federal or state law or regulation. No prior authorization to make any such reports or disclosures is required and the French Participant is not required to notify the Company that holder has made such reports or disclosures. The French Participant, however, may not waive the Company's (or an Affiliate's) attorney-client privilege.

19. The French Participant acknowledges that a waiver by the Company of any provision of the Agreement shall not operate or be construed as a waiver of any other provision of the Agreement, or of any subsequent breach by the French Participant or any other participant in the Plan.

20. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The French Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line electronic system established and maintained by the Company or a third party designated by the Company.

21. The provisions of this Agreement are severable and if any one or more of the provisions are determined to be illegal or otherwise enforceable, in whole or in part, then such provisions will be enforced to the maximum extent possible and other provisions will remain fully effective and enforceable.

22. Notwithstanding any other provision of the Plan or the Agreement, unless there is an exemption from any registration, qualification or other legal requirement applicable to the Common Stock, the Company shall not be required to deliver any shares of Common Stock upon settlement of the awards prior to the completion of any registration or qualification of the Common 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 absolute discretion, deem necessary or advisable. The French Participant understands that the Company is under

no obligations to register or qualify the Common Stock with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Common Stock. Further, the French Participant agrees that the Company shall have unilateral authority to amend the Agreement without his or her consent, to the extent necessary to comply with securities or other laws applicable to the issuance of Common Stock.

23. The validity, construction, interpretation and effect of the terms and conditions of this Option shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws provisions thereof. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit and consent to the sole and exclusive jurisdiction of the State of Pennsylvania, United States of America and agree that such litigation will be conducted in Chester County, or the federal courts for the United States for the District of Pennsylvania and no other courts.

24. The French Participant acknowledges that French residents are required to report all foreign accounts (whether open, current or closed) to the French tax authorities on their annual tax returns. Failure to complete this reporting triggers penalties.

25. The French Participant acknowledges that he/she may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to accept, acquire, sell or attempt to sell or otherwise dispose of Common Stock, rights to Common Stock or rights linked to the value of Common Stock, during such times as the French Participant is considered to have "inside information" regarding the Company (as defined by the laws or regulations in the French Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the French Participant places before possessing inside information. Furthermore, the French Participant may be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities (third parties include fellow employees). 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. The French Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions as well as any applicable Company insider trading policy, and the French Participant is advised to speak to his/her personal advisor on this matter.

26. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the French Participant's participation in the Plan, or his or her acquisition of Common Stock. The French Participant should consult with his or her own tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

27. The French Participant hereby acknowledges receipt of the Option, with the number of shares and on the Grant Date as recorded in AMETEK's stock administrator's system, and that the Option has been issued under the terms and conditions of the Plan and of the 2020 France Option Sub-Plan. The French Participant further agrees to conform to all the terms and conditions of the Option, of the 2020 France Option Sub-Plan and the Plan, and that all decisions and determinations of the Committee shall be final and binding.

28. By accepting the grant of the Options, the French Participant confirms having read and understood the documents related to the grant (the Agreement, the Plan, and the 2011 France Option Sub-Plan) which were provided in the English language. The French Participant accepts the terms of those documents accordingly.

29. In exchange for the valuable considerations included in this Award, at all times during the Recipient's employment with the Company, and for a period of 24 months following the Recipient's termination of employment with the Company for any reason, whether voluntary or involuntary, with or without cause, the Recipient shall not, on his or her own behalf or on behalf of any other person, firm, partnership, organization, agency, corporation or other entity, either directly or indirectly, to the fullest extent permitted by applicable law:

- (a) solicit, recruit, hire, or engage in any manner, or facilitate the solicitation, recruitment, hire or engagement of any employee, consultant, or independent contractor of the Company or any of its Affiliates.
- (b) induce, encourage or assist any director, officer, employee, agent, consultant, sales agent, sales agent representative, customer, or supplier of the Company or any of its Affiliates to

terminate or alter his/her/its relationship with the Company or any of its Affiliates, or to join another business organization.

- (c) solicit, accept or conduct, other than for the benefit of the Company, any business with any customer or prospective customer of the Company with whom or which the Recipient had contact or about which the Recipient learned Confidential Information during his or her employment with the Company that is competitive with the business of the Company in which the Recipient worked during his or her employment with the Company.

30. If a court determines that the non-solicitation provision, or any part thereof, is unenforceable because of the duration or scope of such provision, then the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced. In the case that any one or more of the provisions contained in this Award shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Award and this Award shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

*En acceptant l'attribution des options (stock-options), le bénéficiaire (« the French Participant ») confirme avoir lu et compris l'ensemble des documents relatifs à l'attribution (le Contrat « the Option Agreement », le Plan « the 2020 Omnibus Incentive Compensation Plan » et le Sous-Plan pour la France « the 2020 France Option Sub-Plan ») qui ont été fournis en langue anglaise. Le bénéficiaire accepte sans réserve l'ensemble des dispositions comprises dans ces documents et ce, en connaissance de cause.*

**AMETEK, INC.****2020 OMNIBUS INCENTIVE COMPENSATION PLAN****GLOBAL NON-QUALIFIED STOCK OPTION AWARD**

This GLOBAL NON-QUALIFIED STOCK OPTION AWARD, including any special terms and conditions for the Recipient's country as set forth in the addendum ("Addendum") attached hereto (collectively, the "Award"), is hereby granted by AMETEK, Inc., a Delaware corporation, to the Non-Qualified Stock Option ("Option") recipient (the "Optionee"). The Optionee hereby acknowledges receipt of the Option, with the number of shares and on the grant date as recorded in AMETEK's stock administrator's system, and that the Option has been issued under the terms and conditions of the 2020 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the "Plan"). The Optionee further agrees to conform to all of the terms and conditions of the Option and the Plan, and that all decisions and determinations of the Committee shall be final and binding. Capitalized terms not otherwise defined in the Award shall have the same meanings as defined in the Plan.

**THIS CERTIFIES THAT** the Optionee is hereby granted the Option to purchase fully paid and non-assessable shares of the common stock, \$.01 par value, (the "Common Stock") of the Company, upon and subject to the Plan and the following terms and conditions:

1. This Option shall expire no later than ten (10) years from the date hereof (hereinafter called the "Expiration Date").
  2. This Option shall not be transferable other than by will or applicable laws of descent and distribution to the extent hereinafter set forth and may be exercised or surrendered during the Optionee's lifetime only by the Optionee hereof.
  3. Except as set forth in Paragraph 7 below, this Option shall become vested and exercisable by the Optionee in three equal annual installments on the first three anniversaries from the grant date hereof, as to one-third of the total number of Options granted on each such anniversary, subject to the Optionee's continuous employment or service relationship with the Company or its Subsidiaries.
  4. To the extent vested and exercisable in accordance with Paragraph 3 above, this Option may be exercised from time to time in accordance with the procedures of the Company's stock plan administrator; provided, however, that this Option may not be exercised at any time when this Option or the granting or exercise thereof violates any law or governmental order or regulation, and in no event may the Option be exercised after the Expiration Date or such earlier expiration pursuant to Paragraph 7 below.
  5. Payment for the stock purchased pursuant to any exercise of this Option shall be made in full at the time of the exercise of the Option by any one or more of the methods provided in Section 7(e) of the Plan.
  6. To the extent that this Option is not exercised in full prior to its Expiration Date or earlier expiration pursuant to Paragraph 7 below, it shall terminate and become void and of no effect. The Optionee is solely responsible for any election to exercise the Option, and the Company has no obligation to provide notice to the Optionee of any matter, including, but not limited to, the date the Option expires. Neither the Company nor any Subsidiary has any liability in the event of the Optionee's failure to timely exercise any vested Option prior to its expiration.
  7. If the Optionee shall voluntarily or involuntarily leave the employ or service of the Company and its Subsidiaries, this Option shall terminate forthwith, except the Optionee shall have until the end of the three (3)-month period following the cessation of the Optionee's employment with or service to the Company and its subsidiaries, and no longer, to exercise any unexercised option the Optionee could have exercised on the day on which the Optionee left the employ or service of the Company and its subsidiaries. Notwithstanding the foregoing, any remaining vested and unexercised option shall be exercisable: (a) if the Optionee's cessation of employment or service is due to (i) the Optionee's retirement after the completion of at least ten (10) full years of employment or service with the Company or its subsidiaries and the attainment of age fifty-five (55), (ii) the Optionee's death, or (iii) the Optionee's Disability at the date of the Optionee's cessation of employment or service, provided that such exercise is accomplished prior to the expiration date; or (b) if the Optionee's cessation of employment or service
-

occurs in connection with a Change of Control provided that such exercise is accomplished (i) prior to the expiration date and (ii) within one (1) year of the Optionee's termination of employment or service.

For purposes of grants to Optionees outside the United States, if the Company receive a legal opinion that there has been a legal judgment and/or legal development in an applicable jurisdiction that likely would result in the favorable treatment that applies to Options under the Plan being deemed unlawful and/or discriminatory, the Company, in its sole discretion, shall have the power and authority to revise or strike certain provisions of the Award, including this Paragraph 7, to the minimum extent necessary to make it valid and enforceable to the full extent permitted under the law.

8. For purposes of the Option, the Optionee's termination of employment or service will be deemed to occur (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any) as of the date the Optionee is no longer actively providing services to the Company or one of its subsidiaries and will not be extended by any notice period (*i.e.*, the Optionee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under the employment laws in the jurisdiction where the Optionee is employed or the terms of his or her employment agreement, if any) (the "Termination Date"). Unless otherwise provided in this Award or determined by the Committee, the Optionee's right to vest in the Option under the Plan, if any, will terminate as of the Termination Date and Optionee's right, if any, to exercise the Option after a termination of employment or service will be measured from the Termination Date. In case of any dispute as to whether and when a termination of employment or service has occurred, the Committee will have sole discretion to determine whether such termination of employment or service has occurred and the effective date of such termination of employment or service (including whether the Optionee may still be considered to be actively providing services while on a leave of absence).

9. If prior to the exercise of this Option, there shall be declared and paid a stock dividend upon the Common Stock of the Company, or if such stock shall be split-up, converted, exchanged, reclassified, or in any way substituted for, this Option, to the extent that it has not been exercised, shall entitle the Optionee, upon the future exercise of this Option, to such number and kind of securities or other property, subject to the terms of the Option and the Plan, to which the Optionee would be entitled had the Optionee actually owned the stock subject to the unexercised portion of the Option at the time of such stock dividend, split-up, conversion, exchange, reclassification or substitution; and the aggregate purchase price upon the future exercise of the Option shall be the same as if shares of Common Stock of the Company originally granted were being purchased as provided herein.

10. Notwithstanding any other provision of the Plan or the Award, unless there is an exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company may postpone the issuance and delivery of shares of Common Stock upon any exercise of this Option until the completion of any registration or qualification of the shares of Common 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 absolute discretion, deem necessary or advisable. The Optionee understands that the Company is under no obligation to register or qualify the shares of Common Stock with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of shares of Common Stock. Further, the Optionee agrees that the Company shall have unilateral authority to amend the Award without his or her consent, to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.

11. The grant of this Option shall not confer upon the Optionee the right to be retained by or in the employ or service of the Company or its subsidiaries and shall not interfere in any way with the right of the Company or its subsidiaries to terminate the Optionee's employment or service at any time.

12. This Option is granted subject and pursuant to the provisions of the Plan, the terms of which are incorporated herein by reference. The grant and exercise of this Option are subject to interpretations and determinations by the Committee in accordance with the terms of the Plan. The Optionee acknowledges by virtue of the acceptance, the provisions of the current prospectus which is available and accessible through the stock administrator's system, of the Company relating to the shares covered under the Plan. A determination of the Committee as to any questions which may arise with respect to the interpretation of the provisions of this Option and of the Plan shall be final. The Committee may authorize and establish such rules, regulations and revisions thereof, not inconsistent with the provisions of the Plan, as it may deem advisable.

---

13. The Company will address all Tax-Related Items (as defined below) in accordance with Section 14 of the Plan. The Optionee acknowledges and agrees that regardless of any action taken by the Company, or if different, the subsidiary or Affiliate for which the Optionee provides services (the "Employer"), with respect to any or all income tax (including U.S. federal, state and local tax and/or non-U.S. tax), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Optionee's participation in the Plan and legally applicable to the Optionee ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the Optionee's responsibility and may exceed the amount actually withheld by the Company and/or the Employer. The Optionee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Options, including but not limited to the grant, vesting or settlement of awards, or the subsequent sale of shares of Common Stock acquired under the Plan; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the award to reduce or eliminate the Optionee's liability for Tax-Related Items or achieve a particular tax result. Further, if the Optionee is subject to Tax-Related Items in more than one jurisdiction, the Optionee acknowledges and agrees that the Company or Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

14. In accepting the Option, the Optionee 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 Company at any time, to the extent permitted under the Plan; (ii) the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants or benefits in lieu of Options, even if such awards have been granted in the past; (iii) all decisions with respect to future awards, if any, will be at the sole discretion of the Committee, (iv) the grant of the Option and the Optionee's participation in the Plan shall not be construed as creating any contract of employment between the Company and the Optionee and does not entitle the Optionee to any benefit other than granted under this Award; (v) the Optionee is voluntarily participating in the Plan; (vi) the Option and shares of Common Stock subject to the Option, and the income from and value of same, are not intended to replace any pension rights or compensation; (vii) the Option and the shares of Common Stock subject to the Option, and the income from and value of same, are not part of normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; (viii) the future value of the shares of Common Stock underlying the Option is unknown, indeterminable and cannot be predicted with certainty; (ix) if the underlying shares of Common Stock do not increase in value, the Option will have no value; (x) if the Optionee exercises the Option and acquires shares of Common Stock, the value of such shares of Common Stock may increase or decrease, even below the exercise price; (xi) no claim or entitlement to compensation or damages will arise from the forfeiture of the Option resulting from the Optionee's termination of employment or service (regardless of the reason for such termination of employment or service and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any); (xii) unless otherwise agreed with the Company, the Option and shares of Common Stock subject to the Option, and the income from and value of same, are not granted as consideration for, or in connection with the service the Optionee may provide as a director of a subsidiary or Affiliate; and (xiii) neither the Company, the Employer or any subsidiary shall be liable for any foreign exchange rate fluctuation between the Optionee's local currency and the U.S. Dollar that may affect the value of the Option or any amounts due to the Optionee pursuant to the exercise of the Option or the subsequent sale of any shares of Common Stock acquired upon exercise.

15. ***The Optionee hereby explicitly, voluntarily and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in this Award and any other Plan materials by and among, as applicable, the Employer, the Company and any other subsidiary or Affiliate for the exclusive purposes of implementing, administering and managing the Optionee's participation in the Plan.***

***The Optionee understands that the Company and the Employer may hold certain personal information about the Optionee, including but not limited to the Optionee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all Options or any other entitlement to Common Stock awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor (the "Data"), for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.***

***The Optionee understands that Data may be transferred to Schwab Stock Plan Services, which may assist the Company (presently or in the future) with the implementation, administration and management of the Plan. The Optionee understands that the recipients of the Data may be located in the United State or elsewhere,***

*and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Optionee authorizes the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke his or her consent, his or her employment or service relationship will not be affected; the only consequence of refusing or withdrawing the Optionee's consent is that the Company would not be able to grant the Options or other equity awards to the Optionee or administer or maintain such awards. Therefore, the Optionee understands that refusing or withdrawing his or her consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.*

*Finally, the Optionee understands that the Company may rely on a different legal basis for the processing and/or transfer of Data in the future and/or request the Optionee to provide another data privacy consent. If applicable and upon request of the Company, the Optionee agrees to provide an executed acknowledgement or data privacy consent form to the Company or the Employer (or any other acknowledgements, agreements or consents) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Optionee's country, either now or in the future. The Optionee understands that he or she will not be able to participate in the Plan if he or she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.*

16. The Optionee recognizes and acknowledges that, by reason of the Optionee's employment by and service to the Company or an Affiliate, the Optionee has had and will continue to have access to confidential information of the Company and its Affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and systems, sales and profit figures, customer and client lists, and relationships between the Company and its Affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its Affiliates ("Confidential Information"). The Optionee acknowledges that such Confidential Information is a valuable and unique asset and covenants that the Optionee will not, either during or after the Optionee's employment by the Company, use or disclose any such Confidential Information except to authorized representatives of the Company or as required in the performance of the Optionee's duties and responsibilities. The Optionee shall not be required to keep confidential any Confidential Information which (i) is or becomes publicly available through no fault of the Optionee, (ii) is already in the Optionee's possession (unless obtained from the Company or an Affiliate or one of its customers) or (iii) is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the Optionee shall provide the Company written notice of any such order prior to such disclosure to the extent practicable under the circumstances and permitted by applicable law. Further, the Optionee shall be free to use and employ the Optionee's general skills, know-how and expertise, and to use, disclose and employ any contact information, generalized ideas, concepts, know-how, methods, techniques or skills, including, without limitation, those gained or learned during the course of the performance of the Optionee's duties and responsibilities hereunder, so long as the Optionee applies such information without disclosure or use of any Confidential Information. Upon the Optionee's Separation from Service, the Optionee will return (or destroy, if requested by Company) all Confidential Information to the Company to the fullest extent possible.

17. During the Optionee's employment and at any time thereafter, the Optionee agrees not to at any time make statements or representations, orally or in writing, that disparage the commercial reputation, goodwill or interests of the Company (or an Affiliate), or any current or former employee, officer, or director of the Company (or an Affiliate). Nothing in this Award shall limit or otherwise prevent (i) any person from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency or any judicial, arbitral or self-regulatory forum or as otherwise required by law; (ii) either party from enforcing the other terms of this Award; (iii) the Company (or an Affiliate) from reviewing the Optionee's performance, conducting investigations and otherwise acting in compliance with applicable law, including making statements or reports in connection therewith, or making any public filings or reports that may be required by law; (iv) the Optionee from

the performance of the Optionee's duties while employed by the Company (or an Affiliate); or (v) the Optionee from making a report to any governmental agency or entity, including but not limited to, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, if the Optionee has a reasonable belief that there has been a potential violation of federal or state law or regulation or from making other disclosures that are protected under the whistleblower provisions of any applicable federal or state law or regulation. No prior authorization to make any such reports or disclosures is required and the Optionee is not required to notify the Company that Optionee has made such reports or disclosures. Optionee, however, may not waive the Company's (or an Affiliate's) attorney-client privilege.

18. Notwithstanding Paragraphs 15 and 16 above, the Optionee shall not be held criminally or civilly liable under any federal or state trade secret law act for the disclosure of a trade secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal.

19. If the Optionee resides in a country outside the United States, or is otherwise subject to the laws of a country other than the United States, the Option and shares of Common Stock acquired under the Plan shall be subject to the additional terms and conditions for the Optionee's country set forth in the Addendum. Moreover, if the Optionee relocates to one of the countries in the Addendum, the special terms and conditions for such country will apply to the Optionee, to the extent the Company determines that application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum constitutes part of the Award.

20. If the Optionee has received the Award or any other document related to the Options 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.

21. The Company reserves the right to impose other requirements on the Optionee's participation in the Plan, on the Options, and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

22. The Optionee acknowledges that a waiver by the Company of any provision of the Award shall not operate or be construed as a waiver of any other provision of the Award, or of any subsequent breach by the Optionee or any other participant in the Plan.

23. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line electronic system established and maintained by the Company or a third party designated by the Company.

24. The provisions of this Award are severable and if any one or more of the provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then such provisions will be enforced to the maximum extent possible and other provisions will remain fully effective and enforceable.

25. The validity, construction, interpretation and effect of the terms and conditions of this Option shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws provisions thereof. For purposes of any action, lawsuit or other proceedings brought to enforce this Award, relating to it, or arising from it, the parties hereby submit and consent to the sole and exclusive jurisdiction of the State of Pennsylvania, United States of America and agree that such litigation will be conducted in Chester County, or the federal courts for the United States for the District of Pennsylvania and no other courts.

26. The Optionee acknowledges that there may be certain foreign asset and/or account reporting requirements which may affect the Optionee's ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan in a brokerage or bank account outside of Optionee's country. The Optionee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Optionee may also be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to the Optionee's country through a designated bank or broker within a certain time after receipt. The Optionee acknowledges that it is his or her responsibility to be compliant with such regulations and the Optionee should speak to his or her personal advisor on this matter.

27. The Optionee acknowledges that that, depending on his or her country of residence, or broker's country of residence, or where the shares of Common Stock are listed, the Optionee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect his or her ability to accept, acquire, sell or attempt to sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock or rights linked to the value of shares of Common Stock, during such times as the Optionee is considered to have "inside information" regarding the Company (as defined by laws or regulations in the applicable jurisdiction of the Optionee's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Optionee places before possessing inside information. Furthermore, the Optionee may be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities (third parties include fellow employees). 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. The Optionee acknowledges that it is his or her responsibility to comply with any applicable restrictions as well as any applicable Company insider trading policy, and the Optionee is advised to speak to his or her personal advisor on this matter.

28. The Optionee agrees that, to the extent applicable, any shares of Common Stock granted hereunder will be subject to the Company's policies with respect to the hedging and pledging of shares of Common Stock, stock ownership requirements, and clawbacks, in each case that the Company may have in effect from time to time.

29. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendation regarding the Optionee's participation in the Plan, or his or her acquisition of shares of Common Stock. The Optionee should consult with his or her own tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

30. In exchange for the valuable considerations included in this Award, at all times during the Recipient's employment with the Company, and for a period of 24 months following the Recipient's termination of employment with the Company for any reason, whether voluntary or involuntary, with or without cause, the Recipient shall not, on his or her own behalf or on behalf of any other person, firm, partnership, organization, agency, corporation or other entity, either directly or indirectly, to the fullest extent permitted by applicable law:

- a) solicit, recruit, hire, or engage in any manner, or facilitate the solicitation, recruitment, hire or engagement of any employee, consultant, or independent contractor of the Company or any of its Affiliates.
- b) induce, encourage or assist any director, officer, employee, agent, consultant, sales agent, sales agent representative, customer, or supplier of the Company or any of its Affiliates to terminate or alter his/her/its relationship with the Company or any of its Affiliates, or to join another business organization.
- c) solicit, accept or conduct, other than for the benefit of the Company, any business with any customer or prospective customer of the Company with whom or which the Recipient had contact or about which the Recipient learned Confidential Information during his or her employment with the Company that is competitive with the business of the Company in which the Recipient worked during his or her employment with the Company.

31. If a court determines that the non-solicitation provision, or any part thereof, is unenforceable because of the duration or scope of such provision, then the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced. In the case that any one or more of the provisions contained in this Award shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Award and this Award shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ADDENDUM****SPECIAL TERMS AND CONDITIONS TO****GLOBAL NON-QUALIFIED STOCK OPTION AWARD**

Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Global Non-Qualified Stock Option Award (the “Award”) or in the 2020 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the “Plan”).

***Terms and Conditions***

This Addendum includes special terms and conditions that govern the Option granted to the Optionee under the Plan if he or she resides and/or works in one of the countries listed below. If the Optionee is a citizen (or is considered as such for local law purposes) of a country other than the country in which he or she is currently residing and/or working, or if he or she relocates to another country after the Option is granted, the Optionee acknowledges and agrees that the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to the Optionee.

***Notifications***

This Addendum also includes information regarding securities law, exchange controls and certain other issues of which the Optionee should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2020. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Optionee not rely on the information contained herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date by the time he or she exercise the Option, sells shares of Common Stock acquired under the Plan or takes any action in connection with the Plan.

In addition, the information contained herein is general in nature and may not apply to the Optionee's particular situation, and the Company is not in a position to assure the Optionee of a particular result. Accordingly, the Optionee is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Optionee particular situation.

Finally, if the Optionee is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which he or she is currently residing and/or working, or if the Optionee relocated to another country after the grant of the Option, the notifications contained herein may not be applicable to the Optionee in the same manner.

---

**AUSTRIA****Notifications**

Exchange Control Information. Austrian residents who hold securities (including shares of Common Stock) or cash (including proceeds from the sale of such shares) outside of Austria may be required to report certain information to the Austrian National Bank if certain thresholds are exceeded. Specifically, if the Optionee is an Austrian resident and holds securities outside of Austria, reporting requirements will apply if the value of such securities exceeds (i) €30,000,000 as of the end of any calendar quarter, or (ii) €5,000,000 as of December 31. The deadline for filing the quarterly report is the 15th day of the month following the end of the respective quarter. The deadline for filing the annual report is January 31 of the following year.

Further, if Austrian residents hold cash in accounts outside of Austria, monthly reporting requirements will apply if the aggregate transaction volume of such cash accounts meets or exceeds €10,000,000. Specifically, if this threshold is met, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month.

**BRAZIL****Terms and Conditions**

Compliance with Law. By accepting the Options, the Optionee agrees to comply with applicable Brazilian laws and to report and pay applicable Tax-Related Items associated with the Options and the subsequent sale of shares of Common Stock acquired under the Plan.

Labor Law Acknowledgement. By accepting the Options, the Optionee agrees that he or she is (i) making an investment decision, (ii) the shares of Common Stock will be issued to the Optionee only if the vesting conditions are met, and (iii) the value of the underlying shares of Common Stock is not fixed and may increase or decrease in value over the vesting period without compensation to the Optionee.

**Notifications**

Exchange Control Information. Remittances of funds for the purchase of shares of Common Stock under the Plan must be made through an authorized commercial bank in Brazil.

Foreign Asset/Account Reporting Information. If the Optionee is a resident or domiciled in Brazil, the Optionee will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000. Assets and rights that must be reported include shares of Common Stock acquired under the Plan. Brazilian residents should consult with their personal tax advisor to determine their personal reporting obligations.

Tax on Financial Transaction (IOF). Payments to foreign countries and repatriation of funds into Brazil (including payment of the exercise price and proceeds from the sale) and the conversion of USD into BRL associated with such fund transfers may be subject to Tax on Financial Transactions. It is the Optionee's responsibility to comply with any applicable Tax on Financial Transactions arising from his or her participation in the Plan. The Optionee should consult with his or her personal tax advisor for additional details.

**CANADA****Terms and Conditions**

Method of Exercising. Notwithstanding any provision of the Award or the Plan to the contrary, the Optionee is prohibited from surrendering shares of Common Stock that he or she already owns to pay the exercise price or any Tax-Related Items in connection with the exercise of the Options. The Company reserves the right to permit this method of payment depending upon the development of local law.

Nature of Grant. The following provision replaces the second full paragraph of Paragraph 8 of the Award:

For purposes of the Option, the Optionee's termination of employment or service shall be deemed to occur (regardless of the reason for such Separation from Service, and whether or not later found to be invalid or in breach

of employment laws in the jurisdiction where the Optionee is employed or rendering services, or the terms of his or her employment or service agreement, if any) as of the date that is the earliest of (i) the date of Separation from Service, (ii) the date on which the Optionee receives a notice of Separation from Service, and (iii) the date on which the Optionee is no longer actively providing services to the Company, Affiliate or subsidiary, and shall not be extended by any period following such day during which he or she is in receipt of or eligible to receive any notice of Separation from Service, pay in lieu of notice of Separation from Service, severance pay or any other payments or damages, whether arising under statute, contract or common law or civil law, unless required pursuant to the Optionee's minimum statutory termination entitlements under applicable employment standards legislation only. The Committee shall have exclusive discretion to determine when the Optionee is no longer actively providing services for purposes of the Options (including whether the Optionee may still be considered to be providing services while on a leave of absence).

*The following provisions apply if the Optionee resides in Quebec:*

Consent to Receive Information in English. The parties acknowledge that it is their express wish that the Award, as well as any documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be draw up in English.

Consentement Pour Recevoir Des Informations en Anglais. Les parties reconnaissent avoir exigé la rédaction en anglais de la convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement, à la présente convention.

Data Privacy. The following provision supplements paragraph 14 of the Award:

The Optionee hereby authorizes the Company and the Company's representatives to discuss and obtain all relevant information from all personnel, professional or non-professional, involved in the administration of the Plan. The Optionee further authorizes the Company, Affiliate and/or subsidiary to disclose and discuss such information with their advisors. The Optionee also authorizes the Company, Affiliate and/or subsidiary to record such information and to keep such information in the Optionee's employment file.

### **Notifications**

Stock Option Income Tax Act (Canada) ("ITA") 110(1)(d) Deduction. For stock options granted on or after July 1, 2021, a CAD 200,000 annual vesting limit (or such other amount as may be applicable for the purposes of ITA subsection 110(1.31)) may apply to each employee on a calendar year basis on option grants that may qualify for the federal 50% stock option deduction (if applicable). The calculation of the annual vesting limit is based on the fair market value of the shares underlying the options at the time of grant and it will be calculated for each calendar year when the options vest. The Company intends for the Option issued to qualify for the 50% reduction on the amount subject to Federal and Provincial tax to the extent possible. The reduction available on Provincial tax is generally limited to 25% for the Quebec region. Pursuant to ITA subsection 110(1.9), the Employer shall notify the Optionee within 30 days of grant time whether a security under a granted option is non-qualifying for the purposes of these vesting limit rules. There can be no assurance that an Optionee is eligible for the aforementioned 50% deduction from the stock option benefit. *The Optionee should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

Securities Law Information. The Optionee is permitted to sell the shares of Common Stock acquired under the Plan through the designated broker appointed under the Plan, provided the sale of shares takes place outside of Canada through the facilities of a stock exchange on which the shares of Common Stock are listed.

Foreign Asset/Account Reporting Information. Canadian residents are required to report to the tax authorities any foreign specified property held outside of Canada (including Options and shares of Common Stock acquired under the Plan) annually on form T1135 (Foreign Income Verification Statement) if the total cost amount of foreign property exceeds C\$100,000 (or such other amount as may be applicable for the purposes of ITA section 233.3) at any time during the year. Thus, if this cost threshold is exceeded by other foreign property held by the Optionee, the Options must be reported (generally at nil cost prior to exercise). For purposes of such reporting, shares of Common Stock acquired under the Plan may be reported at their adjusted cost base. The adjusted cost basis of stock is generally equal to the fair market value of the stock at the time of acquisition; however, if the Optionee owns other stock (e.g., acquired under other circumstances or at another time), the adjusted cost basis may have to be averaged with the adjusted cost basis of the other stock. *The Optionee should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

**CZECH REPUBLIC*****Regulatory***

The Option is not transferable and is not deemed to qualify as an offering of securities in the Czech Republic within the meaning of the Prospectus Regulation ((EU) Regulation 2017/1129). To the extent that a supervisory body would qualify the offering of the Options or its underlying securities as an offering of securities within the meaning of the Prospectus Regulation, such offering will only be made in reliance of Article 1(4) of the Prospectus Regulation provided that no such offering of securities shall require Ametek, Inc. to publish a prospectus pursuant to Article 3 of the Prospectus Regulation.

***Data Protection***

The following provision replaces Paragraph 15 of the Award in its entirety:

The Optionee understands that the Company, the Employer and other subsidiary of the Company or Affiliate (the “**Controller**”) may process certain personal information about the Optionee, including, but not limited to, the Optionee’s name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all Options or any other entitlement to Company Stock awarded, canceled, exercised, vested, unvested or outstanding in the Optionee’s favor (“**Data**”), for the exclusive purpose of implementing, administering and managing the Optionee’s participation in the Plan.

The legal basis for such processing and/or transfer of the Optionee’s Data is that such being necessary for purposes of implementing, administering and managing the Optionee’s participation in the Plan. The Optionee also understands that providing the Controller with Data is necessary to effectuate the Optionee’s participation in the Plan and that the Optionee’s refusal to do so would make it impossible for the Optionee to participate in the Plan.

The Optionee understands that Data may be transferred to the providers administering the Plan, e.g., Schwab Stock Plan Services, or other administrators that may be engaged by the Company in the future. The Optionee further understands that the Company, the Employer and other subsidiary or Affiliate of the Company may transfer Data among themselves as necessary for the purpose of the implementation, administration and management of the Optionee’s participation in the Plan. In addition, the Controller may disclose the Optionee’s Data to supervisory authorities, judicial bodies and other parties in accordance with applicable law. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, subject to appropriate safeguards, and that the recipient’s country (e.g., the United States) may have different data privacy laws and protections than the Optionee’s country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data and a copy of the appropriate safeguards used for the transfer of Data by contacting his or her local human resources representative. The Optionee understands that he or she may contact the Controller by contacting the Optionee’s local human resources representative.

The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee’s participation in the Plan or as long as required by applicable law. The Optionee understands that he or she may, at any time, request access to Data, require rectification, erasure, restriction of processing, object to processing as well as exercise the right to data portability, as the case may be, by contacting in writing his or her local human resources representative.

The Optionee also has the right to file a complaint with the Czech Data Protection Authority (in Czech: “Úřad pro ochranu osobních údajů”), if the Optionee finds that the Controller processes the Optionee’s Data incorrectly.

**CHINA*****Terms and Conditions***

*The following terms and conditions apply only if the Optionee is subject to, as determined by the Company in its sole discretion, the Circular on Issues concerning Administration of Foreign Exchange Used for Domestic Individuals Participating in the Equity Incentive Plan of Companies Listed Overseas (“Circular 7”) issued by the State Administration of Foreign Exchange (“SAFE”).*

**Method of Exercising.** Notwithstanding anything to the contrary in the Award or the Plan, to facilitate compliance with exchange control laws in the People’s Republic of China, the Optionee will be required to exercise the Option

using a cashless sell-all exercise method whereby all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the exercise price, any Tax-Related Items withholding and broker's fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations. The Optionee will not be permitted to hold shares of Common Stock after exercise. The Company reserves the right to provide additional methods of exercise to the Optionee depending on the development of local law.

Immediate Sale Restriction. Notwithstanding any provision in the Plan or the Award to the contrary, the Option, to the extent vested and exercisable upon Separation from Service, must be exercised no later than three (3) months (or other period of time determined by the Company or required by SAFE) following the earlier of: (i) the termination of employment or service and (ii) the date of the completion by the Company or the Employer of any required registrations and approvals in China, including, without limitation, those required by SAFE, provided that in no event shall the Option be exercised later than the Expiration Date. If the Option is not exercised by the Optionee by the end of this period, the Option shall be forfeited and cancelled. The Company reserves the right to amend or impose additional requirements concerning the Optionee's exercise of Options upon termination of employment or service in accordance with the Award and depending on the development of local law.

The Optionee also agrees to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the designated broker) to effectuate the exercise and immediate sale of the shares of Common Stock (including, without limitation, as to the transfers of proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters, provided that the Optionee shall not be permitted to exercise any influence over and, when or whether the sales occur. The Optionee acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Due to currency exchange conversion rate fluctuation following the applicable exercise date of the Option, the amount of proceeds ultimately distributed to the Optionee may be more or less than the market value of the shares of Common Stock on the applicable exercise date (which is the relevant amount for purposes of calculating amounts necessary to satisfy applicable Tax-Related Items). The Optionee understands and agrees that the Company is not responsible for any amount of loss the Optionee may incur and the Company assumes no liability for any fluctuations in the Common Stock value and/or any applicable exchange rate.

Upon the sale of the exercise and immediate sale of the shares of Common Stock, the Company agrees to pay the cash proceeds from the sale (less any Tax-Related Items, brokerage fees and commissions) to the Optionee in accordance with the applicable exchange control laws and regulations, including but not limited to the restrictions set forth in this Addendum for China below under "Exchange Control Restrictions."

Exchange Control Restrictions. The Optionee understands and agrees that the Optionee will not be entitled to exercise the Option until appropriate SAFE approvals are in place with respect to the Plan and Option. Optionee further understands that upon a cashless exercise of the Option any cash payments or proceeds must be immediately repatriated to China to comply with local exchange control requirements. The Optionee further understands that such repatriation of any cash payments or proceeds may need to be effectuated through a special exchange control account established by the Company or any subsidiary, and the Optionee hereby consents and agrees that any payment or proceeds may be transferred to such special account prior to being delivered to the Optionee.

Any payment or proceeds may be paid to the Optionee in U.S. dollars or local currency at the Company's discretion. If the payments or proceeds are paid to the Optionee in U.S. dollars, the Optionee will be required to set up a U.S. dollar bank account in China (if he or she does not already have one) so that the payments or proceeds may be deposited into this account. If the payments or proceeds are paid to the Optionee in local currency, the Company is under no obligation to secure any particular exchange conversion rate and the Company may face delays in converting the payments or proceeds to local currency due to exchange control restrictions. The Optionee agrees to bear any currency exchange conversion rate fluctuation risk between the time the cash proceeds are received and the time the cash proceeds are distributed to the Optionee through the special account described above.

The Optionee further agrees to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China.

### ***Notifications***

Exchange Control Information. Residents of the People's Republic of China may be required to report to SAFE all details of their foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-residents of the People's Republic of China.

**DENMARK****Terms and Conditions**

Danish Stock Option Act. In accepting the Options, the Optionee acknowledges that he or she has received an Employer Statement translated into Danish, which is being provided to comply with the Danish Stock Option Act. To the extent more favorable to the Optionee and required to comply with the Stock Option Act, the terms set forth in the Employer Statement will apply to the Optionee's participation in the Plan.

Exclusion from Termination Indemnities and Other Benefits. This provision supplements Paragraph 13 of the Award:

In accepting the Options, the Optionee acknowledges that he or she understands and agrees that this grant relates to future services to be performed and is not a bonus or compensation for past services.

**Notifications**

Exchange Control and Tax Reporting Information. The Optionee may hold shares of Common Stock acquired under the Plan in a safety-deposit account (e.g., a brokerage account) with either a Danish bank or with an approved foreign broker or bank. If the Common Stock is held with a non-Danish broker or bank, the Optionee is required to inform the Danish Tax Administration about the safety-deposit account. For this purpose, the Optionee must file a Declaration V (*Erklæring V*) with the Danish Tax Administration. Both the Optionee and the bank/broker must sign the Declaration V. By signing the Declaration V, the bank/broker undertakes an obligation, without further request each year not later than on February 1 of the year following the calendar year to which the information relates, to forward certain information to the Danish Tax Administration concerning the content of the safety-deposit account. In the event that the applicable broker or bank with which the safety-deposit account is held does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Optionee acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account and any Common Stock acquired under the Plan and held in such account to the Danish Tax Administration as part of the Optionee's annual income tax return. By signing the Form V, the Optionee at the same time authorizes the Danish Tax Administration to examine the account. A sample of the Declaration V can be found at the following website: [www.skat.dk/getFile.aspx?Id=47392](http://www.skat.dk/getFile.aspx?Id=47392).

In addition, when the Optionee opens a deposit account or a brokerage account for the purpose of holding cash outside Denmark, the bank or brokerage account, as applicable, will be treated as a deposit account because cash can be held in the account. Therefore, the Optionee must also file a Declaration K (*Erklæring K*) with the Danish Tax Administration. Both the Optionee and the bank/broker must sign the Declaration K. By signing the Declaration K, the bank/broker undertakes an obligation, without further request each year, not later than on February 1 of the year following the calendar year to which the information relates, to forward certain information to the Danish Tax Administration concerning the content of the deposit account. In the event that the applicable financial institution (broker or bank) with which the account is held does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Optionee acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account to the Danish Tax Administration as part of the Optionee's annual income tax return. By signing the Declaration K, the Optionee at the same time authorizes the Danish Tax Administration to examine the account. A sample of Declaration K can be found at the following website: [www.skat.dk/getFile.aspx?Id=42409&newwindow=true](http://www.skat.dk/getFile.aspx?Id=42409&newwindow=true).

Foreign Asset/Account Reporting Information. If the Optionee establishes an account holding Common Stock or cash outside Denmark, the Optionee must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. Please note that these obligations are separate from and in addition to the obligations described above.

**FINLAND**

There are no country-specific provisions.

**GERMANY****Notifications**

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). In the event that the Optionee makes or receives a payment in excess of this amount, he or she must report the payment to Bundesbank electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available via Bundesbank’s website ([www.bundesbank.de](http://www.bundesbank.de)).

Data Protection. The Company and the Employer will at all times, in operating and administering the Plan, adhere to the applicable data protection laws, in particular the GDPR and the German Federal Data Protection Act and, if applicable internal codes or policies applicable to them. The Recipient has received from the Company or, if different, from his Employer, a privacy notice according to Art.13, 14 GDPR describing the details on the processing of his personal data in connection with the Plan. For the avoidance of doubt, the Company and/or Employer is not processing any personal data of the Recipient on the basis of the consent set out in paragraph 15 of this Award. If the Recipient will be asked for his consent for specific data processing operations this will be done by a separate declaration of consent.

## **HONG KONG**

### ***Terms and Conditions***

Restrictions on Sale of Common Stock. Any shares of Common Stock received at exercise is accepted as a personal investment. In the event that Options vest and become exercisable within six (6) months of the award grant, the Optionee agrees that he or she will not sell any shares of Common Stock acquired prior to the six-month anniversary of the grant.

### ***Notifications***

Securities Law Information. **WARNING:** Neither the grant of the Options nor the issuance of shares of Common Stock upon exercise constitutes a public offering of securities under Hong Kong law and is available only to employees of the Company or its affiliates. The Award, including the Addendum, the Plan and other incidental communication materials distributed in connection with the Options (i) have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, (ii) have not been reviewed by any regulatory authority in Hong Kong, and (iii) are intended only for the personal use of each eligible employee of the Company or its affiliates and may not be distributed to any other person. If the Optionee has any questions regarding the contents of the Award, including the Addendum or the Plan, the Optionee should obtain independent professional advice.

Nature of Scheme. The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance (“**ORSO**”). Notwithstanding the foregoing, if the Plan is deemed to constitute an occupational retirement scheme for purposes of ORSO, then the Recipient’s grant shall be void.

## **INDIA**

The Optionee intending to remit money abroad for the purpose of acquisition of options, should approach an Authorised Dealer Bank with request for remittance on a prescribed form. The maximum amount that can be remitted in a given financial year (i.e., April to March) is US\$250,000. Further, to remit money, an Optionee must have a Permanent Account Number (PAN) issued by the Indian income tax department.

Alternatively, the Optionee will be required to exercise the Option using a cashless sell-all exercise method whereby all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the exercise price, any Tax-Related Items withholding and broker’s fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations.

The Company further reserves the right to provide additional methods of exercise to the Optionee depending on the development of local law.

### ***Notifications***

Exchange Control Information. Due to exchange control restrictions in India, Indian residents may be required to repatriate any proceeds from the sale of shares of Common Stock acquired under the Plan to India within 90 days of sale (in case of cash acquisition) and within 180 days of receipt of any dividends / other lawful proceeds (or as

prescribed under applicable Indian exchange control laws as may be amended from time to time) and will not be able to use the proceeds for any dividend reinvestment program.

Indian residents must obtain a foreign inward remittance certificate ("FIRC") from the bank where they deposit the funds and must maintain the FIRC as evidence of the repatriation of funds in the event that the Reserve Bank of India or the Employer requests proof of repatriation.

Foreign Account and Asset Reporting. Indian residents are required to declare any foreign bank accounts and assets (including shares of Common Stock) on their annual tax return. Indian residents should consult with their personal tax advisor to determine their reporting requirements.

Withholding tax requirements: The Indian affiliate shall withhold appropriate amount of income-tax from the salary of the Optionee, on year on year basis, as may be required under the provisions of the Income-tax Act, 1961, on the value of Options exercised by Indian Recipient.

## **ITALY**

### ***Terms and Conditions***

Notwithstanding the foregoing Section 7 of this Plan, any remaining unexercised option shall not be exercisable in case of Optionee's termination of employment due to just cause, justified subjective reasons or justified under the applicable collective agreement, termination of the Company, closure of production unit, abolition of the job position or other justified objective reasons or resignation, as well as notice of transfer of the Company or branch of business. The income deriving from the assignment of stock options to the Optionee (i.e. the difference between the value of the shares at the time the option is exercised, and the pre-established price paid by the Optionee) is totally excluded from the base for contributions.

Withholding of taxes. Letter b) of Section 14 of the Plan is to be interpreted as meaning that the Optionee may opt to dispose part of the shares deriving from the Grant to obtain the funds to satisfy the withholding tax obligation of the Italian Affiliate employing him/her. Such option is permitted only where the wage payable to the Optionee by the Italian Affiliate employing him/her at the time the Grant is taxable, is not sufficient to satisfy such withholding tax obligation.

Data Privacy. The following provision replaces paragraph 14 of the Award in its entirety:

***The Optionee understands that the Company and any subsidiary may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number (to the extent permitted under Italian law), salary, nationality, job title, any shares of stock or directorships held in the Company or any subsidiary, details of all Options or other entitlement to common units or equivalent benefits granted, awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor, and that the Company and the Employer will process said data and other data lawfully received from third parties ("Data") for the exclusive purpose of implementing, managing and administering the Optionee's participation in the Plan and complying with applicable laws, including community legislation.***

***The Optionee also understands that providing the Company with Data is necessary to effectuate the Optionee's participation in the Plan and that the Optionee's refusal to do so would make it impossible for the Company to perform its contractual obligations and may affect the Optionee's ability to participate in the Plan. The controllers of Data processing are Ametek, Inc. with registered offices at 1100 Cassatt Road, Berwyn, PA 19312, U.S.A., which is also the Company's representative in Italy for privacy purposes pursuant to the Regulation (EU) 2016/679 (General Data Protection Regulation) and to Legislative Decree no. 196/2003, as amended by Legislative Decree 101/2018.***

***The Optionee understands that Data will not be publicized, but it may be accessible by the Employer as the privacy representative of the Company and within the Employer's organization by its internal and external personnel in charge of processing such Data and the data processor ("Processor"). An updated list of Processors and other transferees of Data is available upon request from the Employer.***

***Furthermore, Data may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. The Optionee understands that Data may also be transferred to***

*the Optionee's stock plan service provider, Schwab Stock Plan Services, or such other administrator that may be engaged by the Company in the future. The Optionee further understands that the Company and/or any subsidiary will transfer Data among themselves as necessary for the purpose of the implementation, administration and management of the Optionee's participation in the Plan. The Data recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purpose of implementing, administering, and managing the Optionee's participation in the Plan. The Optionee understands that these recipients may be acting as controllers, Processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States or elsewhere, in countries that do not provide an adequate level of data protection as intended under Italian privacy law. Should the Company exercise its discretion in suspending or terminating the Plan, it will delete Data as soon as it has accomplished all the necessary legal obligations connected with the management and administration of the Plan.*

*The Optionee understands that Data processing for the purposes specified in the Award shall take place under automated or non-automated conditions, anonymously when possible, and with confidentiality and security provisions, as set forth by applicable laws, with specific reference to the Regulation (EU) 2016/679 (General Data Protection Regulation) and to Legislative Decree no. 196/2003, as amended by Legislative Decree 101/2018. The processing activity, including the transfer of Data abroad, including outside of the European Economic Area, as specified in the Award does not require the Optionee's consent thereto as the processing is necessary for the performance of legal and contractual obligations related to implementation, administration and management of the Plan. The Optionee understands that, pursuant to chapter III of the Regulation (EU) 2016/679 (General Data Protection Regulation) and to the Legislative Decree no. 196/2003, as amended by Legislative Decree 101/2018, the Optionee has the right at any moment to, without limitation, obtain information on Data held, access and verify its contents, origin and accuracy, delete, update, integrate, correct, block or stop, for legitimate reason, the Data processing by contacting the Optionee's local human resources representative. Finally, the Optionee is aware that Data will not be used for direct marketing purposes.*

Grant Terms Acknowledgement. By accepting the Options, the Optionee acknowledges having received and reviewed the Plan and the Award, in their entirety and fully understands and accepts all provisions of the Plan and the Award. The Optionee further acknowledges that he or she has specifically read and expressly approves the following provisions of the Award: paragraphs 3, 12, 20 and 24.

#### **Notifications**

Foreign Asset/Account Reporting Information. Individuals fiscally resident in Italy who, during the fiscal year, hold investments abroad - including foreign financial assets (e.g., cash, bank accounts, shares, stock options under certain conditions, etc.) - which may generate income taxable in Italy, are required to report such investments on their annual tax returns in a specific schedule ("RW Schedule") or to file the same schedule separately if no tax return is due. Under certain conditions, the same reporting obligations may apply to individuals fiscally resident in Italy who, even if they do not hold directly the investments abroad, can be considered as beneficial owners of the investments pursuant to Italian anti-money laundering provisions.

Failure to comply these reporting obligations, may trigger significant penalties.

Foreign Asset Tax Information. The value of financial assets held outside of Italy (including shares) by individuals fiscally resident in Italy is subject to a foreign asset tax at a 0,2% rate. The taxable amount will be the value of the financial assets at the end of the calendar year (or at the end of the period of ownership).

#### **JAPAN**

#### **Notifications**

Exchange Control Information. If the Optionee acquires shares of Common Stock valued at more than ¥100,000,000 in a single transaction, he or she must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of (i) the share acquisition date or (ii) the payment date of the exercise price of the Options, whichever comes later.

In addition, if the Optionee pays more than ¥30,000,000 (or an equivalent amount in another currency) in a single transaction for the purchase of shares of Common Stock upon exercising the Options, the Optionee must file a Payment Report with the Ministry of Finance through the Bank of Japan (i) within 10 days (or 20 days if the

Optionee makes a filing through a designated online system) of the relevant payment date if such payment is made through banks licensed in Japan or funds transfer service providers registered in Japan, or (ii) by the 20th date of the month immediately following the month during which the relevant payment date falls if such payment is made otherwise than by (i) above. To make a filing through the abovementioned online system, a prior application to the Bank of Japan is necessary.

Please note that a Payment Report is required independently from a Securities Acquisition Report; therefore, the Optionee must file both a Payment Report and a Securities Acquisition Report if the total amount paid in a single transaction for exercising the Options and purchasing shares of Common Stock exceeds ¥100,000,000 (or an equivalent amount in another currency).

Foreign Asset/Account Reporting Information. Japanese residents (excluding those classified as “non-permanent residents”) who hold assets outside of Japan with an aggregate value exceeding ¥50,000,000 (as of December 31 each year) are required to comply with annual tax reporting obligations with respect to such assets (the reporting deadline is March 15 of the following year). Japanese residents are advised to consult with their personal tax advisors to ensure that they are properly complying with applicable reporting requirements.

## **KOREA**

### ***Notifications***

Exchange Control Information. In the event that the Optionee remits funds out of Korea in connection with the exercise of Options, such remittance must be “confirmed” by a foreign exchange bank in Korea. In order to receive the confirmation, the Optionee will likely be required to submit documents evidencing the nature of the remittance to the bank handling the remittance in Korea together with the confirmation application, including a copy of the Award, the Plan, the Optionee’s certificate of employment with the Employer and any other information requested by the bank. No bank confirmation is necessary if no funds are remitted out of Korea in connection with the exercise of the Option (e.g., if the Optionee pays the exercise price using funds already outside of Korea or a cashless exercise method).

In addition, exchange control laws require Korean residents who realize US\$500,000 or more from the sale of shares of Common Stock in a single transaction to repatriate the proceeds to Korea within three years of the sale. However, this repatriation requirement likely does not apply to the sale of shares of Common Stock on or after July 18, 2017. The Optionee should consult with his or her personal legal advisor to determine whether the Optionee will be required to repatriate proceeds from the sale of shares of Common Stock back to Korea.

Foreign Asset/Account Reporting Information. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority, and file a report with respect to such accounts if the value of such accounts exceeds KRW 500 million (or any equivalent amount in foreign currency) on any month-end date during a calendar year. Korean residents should consult with their personal tax advisor to determine their personal reporting obligations.

## **MALAYSIA**

### ***Notifications***

Securities Law Information. For the avoidance of doubt, the grant of Option pursuant to the Plan is made to and shall be accepted by only employees of the Company and shall not in any way be construed to be an offer of securities to a third party. As such, the same is not required to be approved by the Securities Commission Malaysia and the Award has not been and will not be registered with the Securities Commission Malaysia as a prospectus pursuant to the Capital Markets and Services Act 2007 (Act 671) of Malaysia.

## **MEXICO**

### ***Terms and Conditions***

Acknowledgement of the Award. By accepting the Options, the Optionee acknowledges that he or she has received a copy of the Plan and the Award, including this Addendum, which he or she has reviewed. The Optionee further acknowledges that he or she accepts all the provisions of the Plan and the Award, including this Addendum. The

Optionee also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in paragraph 13 of the Award, which clearly provides as follows:

- (1) The Optionee's participation in the Plan does not constitute an acquired right;
- (2) The Plan and the Optionee's participation in it are offered by the Company on a wholly discretionary basis;
- (3) The Optionee's participation in the Plan is voluntary; and
- (4) The Company and its subsidiaries are not responsible for any decrease in the value of any shares of Common Stock acquired under the Plan.

Labor Law Acknowledgement and Policy Statement. By accepting the Options, the Optionee acknowledges that the Company, with registered offices at 1100 Cassatt Road, Berwyn, PA 19312, U.S.A., is solely responsible for the administration of the Plan. The Optionee further acknowledges that his or her participation in the Plan, the grant of Options and any acquisition of shares of Common Stock under the Plan do not constitute an employment relationship between the Optionee and the Company because the Optionee is participating in the Plan on a wholly commercial basis. Based on the foregoing, the Optionee expressly acknowledges that the Plan and the benefits that he or she may derive from participation in the Plan do not establish any rights between the Optionee and the Employer and do not form part of the employment conditions and/or benefits provided by the Employer, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Optionee's employment.

The Optionee further understands that his or her participation in the Plan is the result of a unilateral and discretionary decision of the Company and, therefore, the Company reserves the absolute right to amend and/or discontinue the Optionee's participation in the Plan at any time, without any liability to the Optionee.

Finally, the Optionee hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and that he or she therefore grants a full and broad release to the Company, its parent, subsidiaries, branches, representation offices, stockholders, officers, agents or legal representatives, with respect to any claim that may arise.

#### **Spanish Translation**

Reconocimiento del Convenio de Concesión. Al aceptarlas Opciones, el Titular reconoce que ha recibido y revisado una copia del Plan y del Convenio, incluyendo este Apéndice. Además, el Titular reconoce y acepta todas las disposiciones del Plan y del Convenio, incluyendo este Apéndice. El Titular también reconoce que ha leído y aprobado de forma expresa los términos y condiciones establecidos en el párrafo 13 del Convenio, que claramente establece lo siguiente:

- (1) La participación del Titular en el Plan no constituye un derecho adquirido;
- (2) El Plan y la participación del Titular en lo mismo es ofrecido por la Compañía de manera completamente discrecional;
- (3) La participación del Titular en el Plan es voluntaria; y
- (4) La Compañía y sus Corporaciones Subsidiarias no son responsables por ninguna disminución en el valor de las Acciones Comunes(en Inglés, "PRSU Shares") adquiridas en virtud del Plan.

Reconocimiento del Derecho Laboral y Declaración de la Política. Al aceptar el las Opciones, el Titular reconoce que la Compañía, con domicilio social en 1100 Cassatt Road, Berwyn, PA 19312, E.U.A., es la única responsable de la administración del Plan. Además, el Titular reconoce que su participación en el Plan, la concesión de las Opciones y cualquier adquisición de Acciones Comunes en virtud del Plan no constituyen una relación laboral entre el Titular y la Compañía, en virtud de que el Titular está participando en el Plan sobre una base totalmente comercial. Por lo anterior, el Titular expresamente reconoce que el Plan y los beneficios que puedan derivarse de su participación no establecen ningún derecho entre el Titular y el Empleador y que no forman parte de las condiciones de trabajo y/o beneficios otorgados por el Empleador, y cualquier modificación del Plan o la

*terminación del mismo no constituirá un cambio o modificación de los términos y condiciones en el empleo del Titular.*

*Además, el Titular comprende que su participación en el Plan es el resultado de una decisión discrecional y unilateral de la Compañía, por lo que la misma se reserva el derecho absoluto de modificar y/o suspender la participación del Titular en el Plan en cualquier momento, sin responsabilidad alguna al Titular.*

*Finalmente, el Titular manifiesta que no se reserva acción o derecho alguno que origine una demanda en contra de la Compañía por cualquier indemnización o daño relacionado con las disposiciones del Plan o de los beneficios otorgados en el mismo, y en consecuencia el Titular libera de la manera más amplia y total de responsabilidad a la Compañía, su padre y sus subsidiarias, sucursales, oficinas de representación, accionistas, directores, agentes y representantes legales con respecto a cualquier demanda que pudiera surgir.*

## **NETHERLANDS**

### **Regulatory**

The Option is not transferable and is not deemed to qualify as an offering of securities in the Netherlands within the meaning of the Prospectus Regulation ((EU) Regulation 2017/1129). To the extent that a supervisory body would qualify the offering of the Options or its underlying securities as an offering of securities within the meaning of the Prospectus Regulation, such offering will only be made in reliance of Article 1(4) of the Prospectus Regulation provided that no such offering of securities shall require Ametek, Inc. to publish a prospectus pursuant to Article 3 of the Prospectus Regulation.

### **Employment**

For the purposes of paragraph 7 of this Option, the words “sixty-five (65)” shall be replaced with “*bld-age state benefits age*”.

### **Data protection**

The Company and the Employer shall at all times, in operation and administrating the Plan, act in the accordance with the EU General Data Protection Regulation (2016/679) (“**GDPR**”), Dutch data protection legislation and all other laws and regulations relating to the processing of personal data and privacy. Where required under applicable law, the Optionee shall be informed about such processing of personal data and privacy by means of a privacy statement.

For the avoidance of doubt, the Company and/or Employer shall not process personal data of the Optionee on the basis of consent as set out in Article 15 of the Award.

## **SINGAPORE**

### **Terms and Conditions**

Sale Restriction. The Optionee agrees that any shares of Common Stock acquired pursuant to the Options will not be offered for sale in Singapore prior to the six-month anniversary of the grant date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”).

### **Notifications**

Securities Law Information. The grant of the Options is being made under the “Qualifying Person” exemption under section 273(1)(i) of the SFA under which it is exempt from the prospectus and registration requirements and is not made with a view to the underlying shares of Common Stock being subsequently offered for sale to any other party. The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore.

Chief Executive Officer and Director Notification Requirement. The Chief Executive Officer (“CEO”) and the directors of a Singapore subsidiary are subject to certain notification requirements under the Singapore Companies Act. The CEO and directors must notify the Singapore subsidiary in writing of an interest (e.g., Options, shares of Common Stock, etc.) in the Company or any related company within two business days of (i) its acquisition or

disposal, (ii) any change in a previously disclosed interest (e.g., upon vesting of the Options or when shares of Common Stock acquired under the Plan are subsequently sold), or (iii) becoming the CEO/a director.

## **SERBIA**

### ***Notifications***

Securities Law Information. The grant of Options is not subject to the regulations concerning public offers and private placements under the Law on Capital Markets.

Exchange Control Information. Pursuant to the Law on Foreign Exchange Transactions, Serbian residents may freely acquire shares of Common Stock under the Plan; however, the National Bank of Serbia generally requires residents to report the acquisition of such shares of Common Stock, the value of the shares of Common Stock at exercise and, on a quarterly basis, any changes in the value of the underlying shares of Common Stock. The Optionee should consult with a personal legal advisor to determine his or her reporting obligations upon the acquisition of shares of Common Stock under the Plan as such obligations are subject to change based on the interpretation of applicable regulations by the National Bank of Serbia.

---

**SWEDEN****Terms and Conditions**

Data Privacy The following provisions shall apply in addition to Paragraph 14 of the Award:

*The Optionee understands that the Company, the Employer and other subsidiary of the Company (the "Controller") may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all Options or any other entitlement to Company Stock awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.*

*The Optionee understands that Data may be transferred to Schwab Stock Plan Services, which may assist the Company (presently or in the future) with the implementation, administration and management of the Plan. In addition, the Controller may disclose the Optionee's Data to supervisory authorities, judicial bodies and other parties in accordance with applicable law. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, subject to appropriate safeguards, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative.*

*The legal basis for such processing and/or transfer of the Optionee's Data is that such being necessary for purposes of implementing, administering and managing the Optionee's participation in the Plan.*

*The Optionee authorizes the Company, and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan or as long as required by applicable law. The Optionee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments, erasure, restriction or transfer of Data, in any case without cost, by contacting in writing his or her local human resources representative. If the Optionee requests erasure, restriction or otherwise regarding his or her Data, the Optionee will not be able to participate in the Plan and the Company would not be able to grant the Options or other equity awards to the Optionee or administer or maintain such awards. Therefore, the Optionee understands that such request may affect the Optionee's ability to participate in the Plan. For more information on the consequences hereof, the Optionee understands that he or she may contact his or her local human resources representative.*

*The Optionee also has the right to file a complaint with the Swedish Data Protection Authority (Sw. Datainspektionen), if the Optionee finds that the Controller processes the Optionee's Data incorrectly.*

**SWITZERLAND*****Terms and Conditions***Labor Law Acknowledgement (to be signed by Employee).

- The Employee agrees to participate in the Omnibus Incentive Compensation Plan (the "Plan") sponsored by AMETEK, INC.
- The Employee expressly acknowledges that the contractual party to the Plan is AMETEK, Inc. and that participation in the Plan, the grant of Options and any acquisition of shares of Common Stock under the Plan do not constitute an employment relationship between the Employee and AMETEK, INC.
- The Employee is aware of and accepts Paragraph 24 of the Award which states that the Award is governed by the laws of the State of Delaware and that place of jurisdiction is Chester County, or the federal courts for the United States for the District of Pennsylvania.

Place:

Date:

---

Name of Swiss Employee:***Notifications***

Securities Law Information. The Options are not intended to be publicly offered in or from Switzerland. Because the offer of Options is considered a private offering and because securities that employers or affiliated companies offer or allocate to current or former members of the board of directors or management board or their employees are exempt, it is not subject to registration in Switzerland. Neither this document nor any materials relating to the Options constitutes a prospectus as such term is understood pursuant to articles 35 et seqq. of the Swiss Financial Services Act or article 652a of the Swiss Code of Obligations, and neither this document nor any other materials relating to the Options may be publicly distributed nor otherwise made publicly available in Switzerland. Neither this document nor any other offering or marketing materials relating to the Options has been filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Supervisory Authority ("FINMA") or any reviewing body licensed by FINMA).

---

SPECIAL NOTICE FOR EMPLOYEES IN DENMARK  
EMPLOYER STATEMENT

Pursuant to Section 3(1) of the Act on Stock Options in employment relations (the "Stock Option Act"), you are entitled to receive the following information regarding participation in the Ametek, Inc. 2020 Omnibus Incentive Compensation Plan (the "Plan") in a separate written statement.

This statement contains only the information mentioned in the Stock Option Act, while the other terms and conditions of your stock option ("Option") grant are described in detail in the Plan, Non-Qualified Option Award for Global Recipients (the "Award") and the applicable country-specific supplement, which have been made available to you.

1. Date of grant

The grant date of your Options is the date that the Company approved a grant for you, which is set forth in the Award.

2. Terms or conditions for grant of option grant

Only persons identified in Section 6 of the Plan are eligible to participate in the Plan. The grant of Options under the Plan is offered at the sole discretion of the Company and is intended to achieve the purposes identified in Section 1 of the Plan, including (among other things) encouraging share ownership in the Company by employees of the Company and any parents and subsidiaries that exist now or in the future. The Company may decide, in its sole discretion, not to make any Option grants to you in the future. Under the terms of the Plan, the Award and the applicable country-specific supplement, you have no entitlement or claim to receive future Option grants or awards in lieu of Options.

3. Exercise Date or Period

Generally, the Options will vest and become exercisable over a number of years, and subject to criteria, as provided in your Award.

4. Exercise Price

During the exercise period, the Options can be exercised to purchase shares of Common Stock at a price determined by the Committee and set forth in the Award, which may not be less than 100% of the Fair Market Value of the Common Stock on the date the Option is granted, as determined in accordance with the Plan.

5. Your rights upon termination of employment

The treatment of your Options upon termination of employment will be determined under Sections 4 and 5 of the Stock Option Act unless the terms contained in the Plan, the Award and the applicable country-specific supplement are more favorable to you than Sections 4 and 5 of the Stock Option Act.

6. Financial aspects of participating in the Plan

The grant of Options has no immediate financial consequences for you. The value of the Options is not taken into account when calculating holiday allowances, pension contributions or other statutory consideration calculated on the basis of salary.

Shares of stock are financial instruments and investing in stock will always have financial risk. The future value of Company shares is unknown and cannot be predicted with certainty.

AMETEK, INC.  
1100 Cassatt Road  
Berwyn, PA 19132  
U.S.A.

## AMETEK, INC.

## 2020 OMNIBUS INCENTIVE COMPENSATION PLAN

## GLOBAL NON-QUALIFIED STOCK OPTION AWARD

This GLOBAL NON-QUALIFIED STOCK OPTION AWARD, including any special terms and conditions for the Recipient's country as set forth in the addendum ("Addendum") attached hereto (collectively, the "Award"), is hereby granted by AMETEK, Inc., a Delaware corporation, to the Non-Qualified Stock Option ("Option") recipient (the "Optionee"). The Optionee hereby acknowledges receipt of the Option, with the number of shares and on the grant date as recorded in AMETEK's stock administrator's system, and that the Option has been issued under the terms and conditions of the 2020 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the "Plan"). The Optionee further agrees to conform to all of the terms and conditions of the Option and the Plan, and that all decisions and determinations of the Committee shall be final and binding. Capitalized terms not otherwise defined in the Award shall have the same meanings as defined in the Plan.

**THIS CERTIFIES THAT** the Optionee is hereby granted the Option to purchase fully paid and non-assessable shares of the common stock, \$.01 par value, (the "Common Stock") of the Company, upon and subject to the Plan and the following terms and conditions:

1. This Option shall expire no later than ten (10) years from the date hereof (hereinafter called the "Expiration Date").
  2. This Option shall not be transferable other than by will or applicable laws of descent and distribution to the extent hereinafter set forth and may be exercised or surrendered during the Optionee's lifetime only by the Optionee hereof.
  3. Except as set forth in Paragraph 7 below, this Option shall become vested and exercisable by the Optionee in three equal annual installments on the first three anniversaries from the grant date hereof, as to one-third of the total number of Options granted on each such anniversary, subject to the Optionee's continuous employment or service relationship with the Company or its Subsidiaries.
  4. To the extent vested and exercisable in accordance with Paragraph 3 above, this Option may be exercised from time to time in accordance with the procedures of the Company's stock plan administrator; provided, however, that this Option may not be exercised at any time when this Option or the granting or exercise thereof violates any law or governmental order or regulation, and in no event may the Option be exercised after the Expiration Date or such earlier expiration pursuant to Paragraph 7 below.
  5. Payment for the stock purchased pursuant to any exercise of this Option shall be made in full at the time of the exercise of the Option by any one or more of the methods provided in Section 7(e) of the Plan.
  6. To the extent that this Option is not exercised in full prior to its Expiration Date or earlier expiration pursuant to Paragraph 7 below, it shall terminate and become void and of no effect. The Optionee is solely responsible for any election to exercise the Option, and the Company has no obligation to provide notice to the Optionee of any matter, including, but not limited to, the date the Option expires. Neither the Company nor any Subsidiary has any liability in the event of the Optionee's failure to timely exercise any vested Option prior to its expiration.
  7. If the Optionee shall voluntarily or involuntarily leave the employ or service of the Company and its Subsidiaries, this Option shall terminate forthwith, except the Optionee shall have until the end of the three (3)-month period following the cessation of the Optionee's employment with or service to the Company and its subsidiaries, and no longer, to exercise any unexercised option the Optionee could have exercised on the day on which the Optionee left the employ or service of the Company and its subsidiaries. Notwithstanding the foregoing, any remaining vested and unexercised option shall be exercisable: (a) if the Optionee's cessation of employment or service is due to (i) the Optionee's retirement after the completion of at least ten (10) full years of employment or service with the Company or its subsidiaries and the attainment of age fifty-five (55), (ii) the Optionee's death, or (iii) the Optionee's "Disability" (as defined in that certain Termination and Change of Control Agreement between the Company and the Optionee, dated as of May 8, 2017), provided that such exercise is accomplished prior to the expiration date; or (b) if the Optionee's cessation of employment or service occurs in connection with a Change of
-

Control provided that such exercise is accomplished (i) prior to the expiration date and (ii) within one (1) year of the Optionee's termination of employment or service.

For purposes of grants to Optionees outside the United States, if the Company receive a legal opinion that there has been a legal judgment and/or legal development in an applicable jurisdiction that likely would result in the favorable treatment that applies to Options under the Plan being deemed unlawful and/or discriminatory, the Company, in its sole discretion, shall have the power and authority to revise or strike certain provisions of the Award, including this Paragraph 7, to the minimum extent necessary to make it valid and enforceable to the full extent permitted under the law.

8. For purposes of the Option, the Optionee's termination of employment or service will be deemed to occur (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any) as of the date the Optionee is no longer actively providing services to the Company or one of its subsidiaries and will not be extended by any notice period (*i.e.*, the Optionee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under the employment laws in the jurisdiction where the Optionee is employed or the terms of his or her employment agreement, if any) (the "Termination Date"). Unless otherwise provided in this Award or determined by the Committee, the Optionee's right to vest in the Option under the Plan, if any, will terminate as of the Termination Date and Optionee's right, if any, to exercise the Option after a termination of employment or service will be measured from the Termination Date. In case of any dispute as to whether and when a termination of employment or service has occurred, the Committee will have sole discretion to determine whether such termination of employment or service has occurred and the effective date of such termination of employment or service (including whether the Optionee may still be considered to be actively providing services while on a leave of absence).

9. If prior to the exercise of this Option, there shall be declared and paid a stock dividend upon the Common Stock of the Company, or if such stock shall be split-up, converted, exchanged, reclassified, or in any way substituted for, this Option, to the extent that it has not been exercised, shall entitle the Optionee, upon the future exercise of this Option, to such number and kind of securities or other property, subject to the terms of the Option and the Plan, to which the Optionee would be entitled had the Optionee actually owned the stock subject to the unexercised portion of the Option at the time of such stock dividend, split-up, conversion, exchange, reclassification or substitution; and the aggregate purchase price upon the future exercise of the Option shall be the same as if shares of Common Stock of the Company originally granted were being purchased as provided herein.

9. Notwithstanding any other provision of the Plan or the Award, unless there is an exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company may postpone the issuance and delivery of shares of Common Stock upon any exercise of this Option until the completion of any registration or qualification of the shares of Common 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 absolute discretion, deem necessary or advisable. The Optionee understands that the Company is under no obligation to register or qualify the shares of Common Stock with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of shares of Common Stock. Further, the Optionee agrees that the Company shall have unilateral authority to amend the Award without his or her consent, to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.

10. The grant of this Option shall not confer upon the Optionee the right to be retained by or in the employ or service of the Company or its subsidiaries and shall not interfere in any way with the right of the Company or its subsidiaries to terminate the Optionee's employment or service at any time.

11. This Option is granted subject and pursuant to the provisions of the Plan, the terms of which are incorporated herein by reference. The grant and exercise of this Option are subject to interpretations and determinations by the Committee in accordance with the terms of the Plan. The Optionee acknowledges by virtue of the acceptance, the provisions of the current prospectus which is available and accessible through the stock administrator's system, of the Company relating to the shares covered under the Plan. A determination of the Committee as to any questions which may arise with respect to the interpretation of the provisions of this Option and of the Plan shall be final. The Committee may authorize and establish such rules, regulations and revisions thereof, not inconsistent with the provisions of the Plan, as it may deem advisable.

---

12. The Company will address all Tax-Related Items (as defined below) in accordance with Section 14 of the Plan. The Optionee acknowledges and agrees that regardless of any action taken by the Company, or if different, the subsidiary or Affiliate for which the Optionee provides services (the "Employer"), with respect to any or all income tax (including U.S. federal, state and local tax and/or non-U.S. tax), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Optionee's participation in the Plan and legally applicable to the Optionee ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the Optionee's responsibility and may exceed the amount actually withheld by the Company and/or the Employer. The Optionee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Options, including but not limited to the grant, vesting or settlement of awards, or the subsequent sale of shares of Common Stock acquired under the Plan; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the award to reduce or eliminate the Optionee's liability for Tax-Related Items or achieve a particular tax result. Further, if the Optionee is subject to Tax-Related Items in more than one jurisdiction, the Optionee acknowledges and agrees that the Company or Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

13. In accepting the Option, the Optionee 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 Company at any time, to the extent permitted under the Plan; (ii) the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants or benefits in lieu of Options, even if such awards have been granted in the past; (iii) all decisions with respect to future awards, if any, will be at the sole discretion of the Committee, (iv) the grant of the Option and the Optionee's participation in the Plan shall not be construed as creating any contract of employment between the Company and the Optionee and does not entitle the Optionee to any benefit other than granted under this Award; (v) the Optionee is voluntarily participating in the Plan; (vi) the Option and shares of Common Stock subject to the Option, and the income from and value of same, are not intended to replace any pension rights or compensation; (vii) the Option and the shares of Common Stock subject to the Option, and the income from and value of same, are not part of normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; (viii) the future value of the shares of Common Stock underlying the Option is unknown, indeterminable and cannot be predicted with certainty; (ix) if the underlying shares of Common Stock do not increase in value, the Option will have no value; (x) if the Optionee exercises the Option and acquires shares of Common Stock, the value of such shares of Common Stock may increase or decrease, even below the exercise price; (xi) no claim or entitlement to compensation or damages will arise from the forfeiture of the Option resulting from the Optionee's termination of employment or service (regardless of the reason for such termination of employment or service and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any); (xii) unless otherwise agreed with the Company, the Option and shares of Common Stock subject to the Option, and the income from and value of same, are not granted as consideration for, or in connection with the service the Optionee may provide as a director of a subsidiary or Affiliate; and (xiii) neither the Company, the Employer or any subsidiary shall be liable for any foreign exchange rate fluctuation between the Optionee's local currency and the U.S. Dollar that may affect the value of the Option or any amounts due to the Optionee pursuant to the exercise of the Option or the subsequent sale of any shares of Common Stock acquired upon exercise.

14. ***The Optionee hereby explicitly, voluntarily and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in this Award and any other Plan materials by and among, as applicable, the Employer, the Company and any other subsidiary or Affiliate for the exclusive purposes of implementing, administering and managing the Optionee's participation in the Plan.***

***The Optionee understands that the Company and the Employer may hold certain personal information about the Optionee, including but not limited to the Optionee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all Options or any other entitlement to Common Stock awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor (the "Data"), for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.***

***The Optionee understands that Data may be transferred to Schwab Stock Plan Services, which may assist the Company (presently or in the future) with the implementation, administration and management of the Plan. The Optionee understands that the recipients of the Data may be located in the United State or elsewhere,***

*and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Optionee authorizes the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke his or her consent, his or her employment or service relationship will not be affected; the only consequence of refusing or withdrawing the Optionee's consent is that the Company would not be able to grant the Options or other equity awards to the Optionee or administer or maintain such awards. Therefore, the Optionee understands that refusing or withdrawing his or her consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.*

*Finally, the Optionee understands that the Company may rely on a different legal basis for the processing and/or transfer of Data in the future and/or request the Optionee to provide another data privacy consent. If applicable and upon request of the Company, the Optionee agrees to provide an executed acknowledgement or data privacy consent form to the Company or the Employer (or any other acknowledgements, agreements or consents) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Optionee's country, either now or in the future. The Optionee understands that he or she will not be able to participate in the Plan if he or she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.*

15. The Optionee recognizes and acknowledges that, by reason of the Optionee's employment by and service to the Company or an Affiliate, the Optionee has had and will continue to have access to confidential information of the Company and its Affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and systems, sales and profit figures, customer and client lists, and relationships between the Company and its Affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its Affiliates ("Confidential Information"). The Optionee acknowledges that such Confidential Information is a valuable and unique asset and covenants that the Optionee will not, either during or after the Optionee's employment by the Company, use or disclose any such Confidential Information except to authorized representatives of the Company or as required in the performance of the Optionee's duties and responsibilities. The Optionee shall not be required to keep confidential any Confidential Information which (i) is or becomes publicly available through no fault of the Optionee, (ii) is already in the Optionee's possession (unless obtained from the Company or an Affiliate or one of its customers) or (iii) is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the Optionee shall provide the Company written notice of any such order prior to such disclosure to the extent practicable under the circumstances and permitted by applicable law. Further, the Optionee shall be free to use and employ the Optionee's general skills, know-how and expertise, and to use, disclose and employ any contact information, generalized ideas, concepts, know-how, methods, techniques or skills, including, without limitation, those gained or learned during the course of the performance of the Optionee's duties and responsibilities hereunder, so long as the Optionee applies such information without disclosure or use of any Confidential Information. Upon the Optionee's Separation from Service, the Optionee will return (or destroy, if requested by Company) all Confidential Information to the Company to the fullest extent possible.

16. During the Optionee's employment and at any time thereafter, the Optionee agrees not to at any time make statements or representations, orally or in writing, that disparage the commercial reputation, goodwill or interests of the Company (or an Affiliate), or any current or former employee, officer, or director of the Company (or an Affiliate). Nothing in this Award shall limit or otherwise prevent (i) any person from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency or any judicial, arbitral or self-regulatory forum or as otherwise required by law; (ii) either party from enforcing the other terms of this Award; (iii) the Company (or an Affiliate) from reviewing the Optionee's performance, conducting investigations and otherwise acting in compliance with applicable law, including making statements or reports in connection therewith, or making any public filings or reports that may be required by law; (iv) the Optionee from

the performance of the Optionee's duties while employed by the Company (or an Affiliate); or (v) the Optionee from making a report to any governmental agency or entity, including but not limited to, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, if the Optionee has a reasonable belief that there has been a potential violation of federal or state law or regulation or from making other disclosures that are protected under the whistleblower provisions of any applicable federal or state law or regulation. No prior authorization to make any such reports or disclosures is required and the Optionee is not required to notify the Company that Optionee has made such reports or disclosures. Optionee, however, may not waive the Company's (or an Affiliate's) attorney-client privilege.

17. Notwithstanding Paragraphs 15 and 16 above, the Optionee shall not be held criminally or civilly liable under any federal or state trade secret law act for the disclosure of a trade secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal.

18. If the Optionee resides in a country outside the United States, or is otherwise subject to the laws of a country other than the United States, the Option and shares of Common Stock acquired under the Plan shall be subject to the additional terms and conditions for the Optionee's country set forth in the Addendum. Moreover, if the Optionee relocates to one of the countries in the Addendum, the special terms and conditions for such country will apply to the Optionee, to the extent the Company determines that application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum constitutes part of the Award.

19. If the Optionee has received the Award or any other document related to the Options 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.

20. The Company reserves the right to impose other requirements on the Optionee's participation in the Plan, on the Options, and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

21. The Optionee acknowledges that a waiver by the Company of any provision of the Award shall not operate or be construed as a waiver of any other provision of the Award, or of any subsequent breach by the Optionee or any other participant in the Plan.

22. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line electronic system established and maintained by the Company or a third party designated by the Company.

23. The provisions of this Award are severable and if any one or more of the provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then such provisions will be enforced to the maximum extent possible and other provisions will remain fully effective and enforceable.

24. The validity, construction, interpretation and effect of the terms and conditions of this Option shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws provisions thereof. For purposes of any action, lawsuit or other proceedings brought to enforce this Award, relating to it, or arising from it, the parties hereby submit and consent to the sole and exclusive jurisdiction of the State of Pennsylvania, United States of America and agree that such litigation will be conducted in Chester County, or the federal courts for the United States for the District of Pennsylvania and no other courts.

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

---

26. The Optionee acknowledges that that, depending on his or her country of residence, or broker's country of residence, or where the shares of Common Stock are listed, the Optionee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect his or her ability to accept, acquire, sell or attempt to sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock or rights linked to the value of shares of Common Stock, during such times as the Optionee is considered to have "inside information" regarding the Company (as defined by laws or regulations in the applicable jurisdiction of the Optionee's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Optionee places before possessing inside information. Furthermore, the Optionee may be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities (third parties include fellow employees). 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. The Optionee acknowledges that it is his or her responsibility to comply with any applicable restrictions as well as any applicable Company insider trading policy, and the Optionee is advised to speak to his or her personal advisor on this matter.

27. The Optionee agrees that, to the extent applicable, any shares of Common Stock granted hereunder will be subject to the Company's policies with respect to the hedging and pledging of shares of Common Stock, stock ownership requirements, and clawbacks, in each case that the Company may have in effect from time to time.

28. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendation regarding the Optionee's participation in the Plan, or his or her acquisition of shares of Common Stock. The Optionee should consult with his or her own tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

29. In exchange for the valuable consideration included in this Award, the Optionee agrees that he is bound by the non-solicitation provision contained in the Termination and Change of Control Agreement, made as of May 8, 2017, between the Company and the Optionee.

---

**ADDENDUM****SPECIAL TERMS AND CONDITIONS TO****GLOBAL NON-QUALIFIED STOCK OPTION AWARD**

Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Global Non-Qualified Stock Option Award (the “Award”) or in the 2020 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the “Plan”).

***Terms and Conditions***

This Addendum includes special terms and conditions that govern the Option granted to the Optionee under the Plan if he or she resides and/or works in one of the countries listed below. If the Optionee is a citizen (or is considered as such for local law purposes) of a country other than the country in which he or she is currently residing and/or working, or if he or she relocates to another country after the Option is granted, the Optionee acknowledges and agrees that the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to the Optionee.

***Notifications***

This Addendum also includes information regarding securities law, exchange controls and certain other issues of which the Optionee should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2020. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Optionee not rely on the information contained herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date by the time he or she exercise the Option, sells shares of Common Stock acquired under the Plan or takes any action in connection with the Plan.

In addition, the information contained herein is general in nature and may not apply to the Optionee's particular situation, and the Company is not in a position to assure the Optionee of a particular result. Accordingly, the Optionee is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Optionee particular situation.

Finally, if the Optionee is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which he or she is currently residing and/or working, or if the Optionee relocated to another country after the grant of the Option, the notifications contained herein may not be applicable to the Optionee in the same manner.

---

**AUSTRIA*****Notifications***

Exchange Control Information. Austrian residents who hold securities (including shares of Common Stock) or cash (including proceeds from the sale of such shares) outside of Austria may be required to report certain information to the Austrian National Bank if certain thresholds are exceeded. Specifically, if the Optionee is an Austrian resident and holds securities outside of Austria, reporting requirements will apply if the value of such securities exceeds (i) €30,000,000 as of the end of any calendar quarter, or (ii) €5,000,000 as of December 31. The deadline for filing the quarterly report is the 15th day of the month following the end of the respective quarter. The deadline for filing the annual report is January 31 of the following year.

Further, if Austrian residents hold cash in accounts outside of Austria, monthly reporting requirements will apply if the aggregate transaction volume of such cash accounts meets or exceeds €10,000,000. Specifically, if this threshold is met, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month.

**BRAZIL*****Terms and Conditions***

Compliance with Law. By accepting the Options, the Optionee agrees to comply with applicable Brazilian laws and to report and pay applicable Tax-Related Items associated with the Options and the subsequent sale of shares of Common Stock acquired under the Plan.

Labor Law Acknowledgement. By accepting the Options, the Optionee agrees that he or she is (i) making an investment decision, (ii) the shares of Common Stock will be issued to the Optionee only if the vesting conditions are met, and (iii) the value of the underlying shares of Common Stock is not fixed and may increase or decrease in value over the vesting period without compensation to the Optionee.

***Notifications***

Exchange Control Information. Remittances of funds for the purchase of shares of Common Stock under the Plan must be made through an authorized commercial bank in Brazil.

Foreign Asset/Account Reporting Information. If the Optionee is a resident or domiciled in Brazil, the Optionee will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000. Assets and rights that must be reported include shares of Common Stock acquired under the Plan. Brazilian residents should consult with their personal tax advisor to determine their personal reporting obligations.

Tax on Financial Transaction (IOF). Payments to foreign countries and repatriation of funds into Brazil (including payment of the exercise price and proceeds from the sale) and the conversion of USD into BRL associated with such fund transfers may be subject to Tax on Financial Transactions. It is the Optionee's responsibility to comply with any applicable Tax on Financial Transactions arising from his or her participation in the Plan. The Optionee should consult with his or her personal tax advisor for additional details.

**CANADA*****Terms and Conditions***

Method of Exercising. Notwithstanding any provision of the Award or the Plan to the contrary, the Optionee is prohibited from surrendering shares of Common Stock that he or she already owns to pay the exercise price or any Tax-Related Items in connection with the exercise of the Options. The Company reserves the right to permit this method of payment depending upon the development of local law.

Nature of Grant. The following provision replaces the second full paragraph of Paragraph 8 of the Award:

For purposes of the Option, the Optionee's termination of employment or service shall be deemed to occur (regardless of the reason for such Separation from Service, and whether or not later found to be invalid or in breach

of employment laws in the jurisdiction where the Optionee is employed or rendering services, or the terms of his or her employment or service agreement, if any) as of the date that is the earliest of (i) the date of Separation from Service, (ii) the date on which the Optionee receives a notice of Separation from Service, and (iii) the date on which the Optionee is no longer actively providing services to the Company, Affiliate or subsidiary, and shall not be extended by any period following such day during which he or she is in receipt of or eligible to receive any notice of Separation from Service, pay in lieu of notice of Separation from Service, severance pay or any other payments or damages, whether arising under statute, contract or common law. The Committee shall have exclusive discretion to determine when the Optionee is no longer actively providing services for purposes of the Options (including whether the Optionee may still be considered to be providing services while on a leave of absence).

*The following provisions apply if the Optionee resides in Quebec:*

Consent to Receive Information in English. The parties acknowledge that it is their express wish that the Award, as well as any documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Pour Recevoir Des Informations en Anglais. Les parties reconnaissent avoir exigé la rédaction en anglais de la convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement, à la présente convention.

Data Privacy. The following provision supplements paragraph 14 of the Award:

The Optionee hereby authorizes the Company and the Company's representatives to discuss and obtain all relevant information from all personnel, professional or non-professional, involved in the administration of the Plan. The Optionee further authorizes the Company, Affiliate and/or subsidiary to disclose and discuss such information with their advisors. The Optionee also authorizes the Company, Affiliate and/or subsidiary to record such information and to keep such information in the Optionee's employment file.

### **Notifications**

Securities Law Information. The Optionee is permitted to sell the shares of Common Stock acquired under the Plan through the designated broker appointed under the Plan, provided the sale of shares takes place outside of Canada through the facilities of a stock exchange on which the shares of Common Stock are listed.

Foreign Asset/Account Reporting Information. Canadian residents are required to report to the tax authorities any foreign specified property held outside of Canada (including Options and shares of Common Stock acquired under the Plan) annually on form T1135 (Foreign Income Verification Statement) if the total value of the foreign property exceeds C\$100,000 at any time during the year. Thus, if the C\$100,000 cost threshold is exceeded by other foreign property held by the Optionee, the Options must be reported (generally at nil cost). For purposes of such reporting, shares of Common Stock acquired under the Plan may be reported at their adjusted cost base. The adjusted cost basis of stock is generally equal to the fair market value of the stock at the time of acquisition; however, if the Optionee owns other stock (e.g., acquired under other circumstances or at another time), the adjusted cost basis may have to be averaged with the adjusted cost basis of the other stock. *The Optionee should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

### **CHINA**

#### **Terms and Conditions**

*The following terms and conditions apply only if the Optionee is subject to, as determined by the Company in its sole discretion, the Circular on Issues concerning Administration of Foreign Exchange Used for Domestic Individuals Participating in the Equity Incentive Plan of Companies Listed Overseas ("Circular 7") issued by the State Administration of Foreign Exchange ("SAFE").*

Method of Exercising. Notwithstanding anything to the contrary in the Award or the Plan, to facilitate compliance with exchange control laws in the People's Republic of China, the Optionee will be required to exercise the Option using a cashless sell-all exercise method whereby all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the exercise price, any Tax-Related Items withholding and broker's fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations. The Optionee will not be permitted to hold shares of Common Stock after

exercise. The Company reserves the right to provide additional methods of exercise to the Optionee depending on the development of local law.

Immediate Sale Restriction. Notwithstanding any provision in the Plan or the Award to the contrary, the Option, to the extent vested and exercisable upon Separation from Service, must be exercised no later than three (3) months (or other period of time determined by the Company or required by SAFE) following the earlier of: (i) the termination of employment or service and (ii) the date of the completion by the Company or the Employer of any required registrations and approvals in China, including, without limitation, those required by SAFE, provided that in no event shall the Option be exercised later than the Expiration Date. If the Option is not exercised by the Optionee by the end of this period, the Option shall be forfeited and cancelled. The Company reserves the right to amend or impose additional requirements concerning the Optionee's exercise of Options upon termination of employment or service in accordance with the Award and depending on the development of local law.

The Optionee also agrees to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the designated broker) to effectuate the exercise and immediate sale of the shares of Common Stock (including, without limitation, as to the transfers of proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters, provided that the Optionee shall not be permitted to exercise any influence over and, when or whether the sales occur. The Optionee acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Due to currency exchange conversion rate fluctuation following the applicable exercise date of the Option, the amount of proceeds ultimately distributed to the Optionee may be more or less than the market value of the shares of Common Stock on the applicable exercise date (which is the relevant amount for purposes of calculating amounts necessary to satisfy applicable Tax-Related Items). The Optionee understands and agrees that the Company is not responsible for any amount of loss the Optionee may incur and the Company assumes no liability for any fluctuations in the Common Stock value and/or any applicable exchange rate.

Upon the sale of the exercise and immediate sale of the shares of Common Stock, the Company agrees to pay the cash proceeds from the sale (less any Tax-Related Items, brokerage fees and commissions) to the Optionee in accordance with the applicable exchange control laws and regulations, including but not limited to the restrictions set forth in this Addendum for China below under "Exchange Control Restrictions."

Exchange Control Restrictions. The Optionee understands and agrees that the Optionee will not be entitled to exercise the Option until appropriate SAFE approvals are in place with respect to the Plan and Option. Optionee further understands that upon a cashless exercise of the Option any cash payments or proceeds must be immediately repatriated to China to comply with local exchange control requirements. The Optionee further understands that such repatriation of any cash payments or proceeds may need to be effectuated through a special exchange control account established by the Company or any subsidiary, and the Optionee hereby consents and agrees that any payment or proceeds may be transferred to such special account prior to being delivered to the Optionee.

Any payment or proceeds may be paid to the Optionee in U.S. dollars or local currency at the Company's discretion. If the payments or proceeds are paid to the Optionee in U.S. dollars, the Optionee will be required to set up a U.S. dollar bank account in China (if he or she does not already have one) so that the payments or proceeds may be deposited into this account. If the payments or proceeds are paid to the Optionee in local currency, the Company is under no obligation to secure any particular exchange conversion rate and the Company may face delays in converting the payments or proceeds to local currency due to exchange control restrictions. The Optionee agrees to bear any currency exchange conversion rate fluctuation risk between the time the cash proceeds are received and the time the cash proceeds are distributed to the Optionee through the special account described above.

The Optionee further agrees to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China.

### ***Notifications***

Exchange Control Information. Residents of the People's Republic of China may be required to report to SAFE all details of their foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-residents of the People's Republic of China.

### **DENMARK**

#### ***Terms and Conditions***

---

Danish Stock Option Act. In accepting the Options, the Optionee acknowledges that he or she has received an Employer Statement translated into Danish, which is being provided to comply with the Danish Stock Option Act. To the extent more favorable to the Optionee and required to comply with the Stock Option Act, the terms set forth in the Employer Statement will apply to the Optionee's participation in the Plan.

Exclusion from Termination Indemnities and Other Benefits. This provision supplements Paragraph 13 of the Award:

In accepting the Options, the Optionee acknowledges that he or she understands and agrees that this grant relates to future services to be performed and is not a bonus or compensation for past services.

### ***Notifications***

Exchange Control and Tax Reporting Information. The Optionee may hold shares of Common Stock acquired under the Plan in a safety-deposit account (e.g., a brokerage account) with either a Danish bank or with an approved foreign broker or bank. If the Common Stock is held with a non-Danish broker or bank, the Optionee is required to inform the Danish Tax Administration about the safety-deposit account. For this purpose, the Optionee must file a Declaration V (*Erklaering V*) with the Danish Tax Administration. Both the Optionee and the bank/broker must sign the Declaration V. By signing the Declaration V, the bank/broker undertakes an obligation, without further request each year not later than on February 1 of the year following the calendar year to which the information relates, to forward certain information to the Danish Tax Administration concerning the content of the safety-deposit account. In the event that the applicable broker or bank with which the safety-deposit account is held does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Optionee acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account and any Common Stock acquired under the Plan and held in such account to the Danish Tax Administration as part of the Optionee's annual income tax return. By signing the Form V, the Optionee at the same time authorizes the Danish Tax Administration to examine the account. A sample of the Declaration V can be found at the following website: [www.skat.dk/getFile.aspx?Id=47392](http://www.skat.dk/getFile.aspx?Id=47392).

In addition, when the Optionee opens a deposit account or a brokerage account for the purpose of holding cash outside Denmark, the bank or brokerage account, as applicable, will be treated as a deposit account because cash can be held in the account. Therefore, the Optionee must also file a Declaration K (*Erklaering K*) with the Danish Tax Administration. Both the Optionee and the bank/broker must sign the Declaration K. By signing the Declaration K, the bank/broker undertakes an obligation, without further request each year, not later than on February 1 of the year following the calendar year to which the information relates, to forward certain information to the Danish Tax Administration concerning the content of the deposit account. In the event that the applicable financial institution (broker or bank) with which the account is held does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Optionee acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account to the Danish Tax Administration as part of the Optionee's annual income tax return. By signing the Declaration K, the Optionee at the same time authorizes the Danish Tax Administration to examine the account. A sample of Declaration K can be found at the following website: [www.skat.dk/getFile.aspx?Id=42409&newwindow=true](http://www.skat.dk/getFile.aspx?Id=42409&newwindow=true).

Foreign Asset/Account Reporting Information. If the Optionee establishes an account holding Common Stock or cash outside Denmark, the Optionee must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. Please note that these obligations are separate from and in addition to the obligations described above.

### **FINLAND**

There are no country-specific provisions.

### **GERMANY**

#### ***Notifications***

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). In the event that the Optionee makes or receives a payment in excess of this amount, he or she must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" (*Allgemeines Meldeportal Statistik*) available via Bundesbank's website ([www.bundesbank.de](http://www.bundesbank.de)).

**Data Protection.** The Company and the Employer will at all times, in operating and administering the Plan, adhere to the applicable data protection laws, in particular the GDPR and the German Federal Data Protection Act and, if applicable internal codes or policies applicable to them. The Recipient has received from the Company or, if different, from his Employer, a privacy notice according to Art.13, 14 GDPR describing the details on the processing of his personal data in connection with the Plan. For the avoidance of doubt, the Company and/or Employer is not processing any personal data of the Recipient on the basis of the consent set out in paragraph 15 of this Award. If the Recipient will be asked for his consent for specific data processing operations this will be done by a separate declaration of consent.

## **HONG KONG**

### ***Terms and Conditions***

**Restrictions on Sale of Common Stock.** Any shares of Common Stock received at exercise is accepted as a personal investment. In the event that Options vest and become exercisable within six (6) months of the award grant, the Optionee agrees that he or she will not sell any shares of Common Stock acquired prior to the six-month anniversary of the grant.

### ***Notifications***

**Securities Law Information.** *WARNING:* Neither the grant of the Options nor the issuance of shares of Common Stock upon exercise constitutes a public offering of securities under Hong Kong law and is available only to employees of the Company or its affiliates. The Award, including the Addendum, the Plan and other incidental communication materials distributed in connection with the Options (i) have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, (ii) have not been reviewed by any regulatory authority in Hong Kong, and (iii) are intended only for the personal use of each eligible employee of the Company or its affiliates and may not be distributed to any other person. If the Optionee has any questions regarding the contents of the Award, including the Addendum or the Plan, the Optionee should obtain independent professional advice.

**Nature of Scheme.** The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance (“**ORSO**”). Notwithstanding the foregoing, if the Plan is deemed to constitute an occupational retirement scheme for purposes of ORSO, then the Recipient’s grant shall be void.

## **INDIA**

The Optionee intending to remit money abroad for the purpose of acquisition of options, should approach an Authorised Dealer Bank with request for remittance on a prescribed form. The maximum amount that can be remitted in a given financial year (i.e., April to March) is US\$250,000. Further, to remit money, an Optionee must have a Permanent Account Number (PAN) issued by the Indian income tax department.

Alternatively, the Optionee will be required to exercise the Option using a cashless sell-all exercise method whereby all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the exercise price, any Tax-Related Items withholding and broker’s fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations.

The Company further reserves the right to provide additional methods of exercise to the Optionee depending on the development of local law.

### ***Notifications***

**Exchange Control Information.** Due to exchange control restrictions in India, Indian residents may be required to repatriate any proceeds from the sale of shares of Common Stock acquired under the Plan to India within 90 days of sale (in case of cash acquisition) and within 180 days of receipt of any dividends / other lawful proceeds (or as prescribed under applicable Indian exchange control laws as may be amended from time to time) and will not be able to use the proceeds for any dividend reinvestment program.

Indian residents must obtain a foreign inward remittance certificate ("FIRC") from the bank where they deposit the funds and must maintain the FIRC as evidence of the repatriation of funds in the event that the Reserve Bank of India or the Employer requests proof of repatriation.

Foreign Account and Asset Reporting. Indian residents are required to declare any foreign bank accounts and assets (including shares of Common Stock) on their annual tax return. Indian residents should consult with their personal tax advisor to determine their reporting requirements.

Withholding tax requirements: The Indian affiliate shall withhold appropriate amount of income-tax from the salary of the Optionee, on year on year basis, as may be required under the provisions of the Income-tax Act, 1961, on the value of Options exercised by Indian Recipient.

## **ITALY**

### ***Terms and Conditions***

Notwithstanding the foregoing Section 7 of this Plan, any remaining unexercised option shall not be exercisable in case of Optionee's termination of employment due to just cause, justified subjective reasons or justified under the applicable collective agreement, termination of the Company, closure of production unit, abolition of the job position or other justified objective reasons or resignation, as well as notice of transfer of the Company or branch of business. The income deriving from the assignment of stock options to the Optionee (i.e. the difference between the value of the shares at the time the option is exercised, and the pre-established price paid by the Optionee) is totally excluded from the base for contributions.

Withholding of taxes. Letter b) of Section 14 of the Plan is to be interpreted as meaning that the Optionee may opt to dispose part of the shares deriving from the Grant to obtain the funds to satisfy the withholding tax obligation of the Italian Affiliate employing him/her. Such option is permitted only where the wage payable to the Optionee by the Italian Affiliate employing him/her at the time the Grant is taxable, is not sufficient to satisfy such withholding tax obligation.

Data Privacy. The following provision replaces paragraph 14 of the Award in its entirety:

***The Optionee understands that the Company and any subsidiary may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number (to the extent permitted under Italian law), salary, nationality, job title, any shares of stock or directorships held in the Company or any subsidiary, details of all Options or other entitlement to common units or equivalent benefits granted, awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor, and that the Company and the Employer will process said data and other data lawfully received from third parties ("Data") for the exclusive purpose of implementing, managing and administering the Optionee's participation in the Plan and complying with applicable laws, including community legislation.***

***The Optionee also understands that providing the Company with Data is necessary to effectuate the Optionee's participation in the Plan and that the Optionee's refusal to do so would make it impossible for the Company to perform its contractual obligations and may affect the Optionee's ability to participate in the Plan. The controllers of Data processing are Ametek, Inc. with registered offices at 1100 Cassatt Road, Berwyn, PA 19312, U.S.A., which is also the Company's representative in Italy for privacy purposes pursuant to the Regulation (EU) 2016/679 (General Data Protection Regulation) and to Legislative Decree no. 196/2003, as amended by Legislative Decree 101/2018.***

***The Optionee understands that Data will not be publicized, but it may be accessible by the Employer as the privacy representative of the Company and within the Employer's organization by its internal and external personnel in charge of processing such Data and the data processor ("Processor"). An updated list of Processors and other transferees of Data is available upon request from the Employer.***

***Furthermore, Data may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. The Optionee understands that Data may also be transferred to the Optionee's stock plan service provider, Schwab Stock Plan Services, or such other administrator that may be engaged by the Company in the future. The Optionee further understands that the Company and/or any subsidiary will transfer Data among themselves as necessary for the purpose of the implementation,***

*administration and management of the Optionee's participation in the Plan. The Data recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purpose of implementing, administering, and managing the Optionee's participation in the Plan. The Optionee understands that these recipients may be acting as controllers, Processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States or elsewhere, in countries that do not provide an adequate level of data protection as intended under Italian privacy law. Should the Company exercise its discretion in suspending or terminating the Plan, it will delete Data as soon as it has accomplished all the necessary legal obligations connected with the management and administration of the Plan.*

*The Optionee understands that Data processing for the purposes specified in the Award shall take place under automated or non-automated conditions, anonymously when possible, and with confidentiality and security provisions, as set forth by applicable laws, with specific reference to the Regulation (EU) 2016/679 (General Data Protection Regulation) and to Legislative Decree no. 196/2003, as amended by Legislative Decree 101/2018. The processing activity, including the transfer of Data abroad, including outside of the European Economic Area, as specified in the Award does not require the Optionee's consent thereto as the processing is necessary for the performance of legal and contractual obligations related to implementation, administration and management of the Plan. The Optionee understands that, pursuant to chapter III of the Regulation (EU) 2016/679 (General Data Protection Regulation) and to the Legislative Decree no. 196/2003, as amended by Legislative Decree 101/2018, the Optionee has the right at any moment to, without limitation, obtain information on Data held, access and verify its contents, origin and accuracy, delete, update, integrate, correct, block or stop, for legitimate reason, the Data processing by contacting the Optionee's local human resources representative. Finally, the Optionee is aware that Data will not be used for direct marketing purposes.*

Grant Terms Acknowledgement. By accepting the Options, the Optionee acknowledges having received and reviewed the Plan and the Award, in their entirety and fully understands and accepts all provisions of the Plan and the Award. The Optionee further acknowledges that he or she has specifically read and expressly approves the following provisions of the Award: paragraphs 3, 12, 20 and 24.

#### **Notifications**

Foreign Asset/Account Reporting Information. Individuals fiscally resident in Italy who, during the fiscal year, hold investments abroad - including foreign financial assets (e.g., cash, bank accounts, shares, stock options under certain conditions, etc.) - which may generate income taxable in Italy, are required to report such investments on their annual tax returns in a specific schedule ("RW Schedule") or to file the same schedule separately if no tax return is due. Under certain conditions, the same reporting obligations may apply to individuals fiscally resident in Italy who, even if they do not hold directly the investments abroad, can be considered as beneficial owners of the investments pursuant to Italian anti-money laundering provisions.

Failure to comply these reporting obligations, may trigger significant penalties.

Foreign Asset Tax Information. The value of financial assets held outside of Italy (including shares) by individuals fiscally resident in Italy is subject to a foreign asset tax at a 0,2% rate. The taxable amount will be the value of the financial assets at the end of the calendar year (or at the end of the period of ownership).

#### **JAPAN**

#### **Notifications**

Exchange Control Information. If the Optionee acquires shares of Common Stock valued at more than ¥100,000,000 in a single transaction, he or she must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of (i) the share acquisition date or (ii) the payment date of the exercise price of the Options, whichever comes later.

In addition, if the Optionee pays more than ¥30,000,000 (or an equivalent amount in another currency) in a single transaction for the purchase of shares of Common Stock upon exercising the Options, the Optionee must file a Payment Report with the Ministry of Finance through the Bank of Japan (i) within 10 days (or 20 days if the Optionee makes a filing through a designated online system) of the relevant payment date if such payment is made through banks licensed in Japan or funds transfer service providers registered in Japan, or (ii) by the 20th date of the month immediately following the month during which the relevant payment date falls if such payment is made

otherwise than by (i) above. To make a filing through the abovementioned online system, a prior application to the Bank of Japan is necessary.

Please note that a Payment Report is required independently from a Securities Acquisition Report; therefore, the Optionee must file both a Payment Report and a Securities Acquisition Report if the total amount paid in a single transaction for exercising the Options and purchasing shares of Common Stock exceeds ¥100,000,000 (or an equivalent amount in another currency).

Foreign Asset/Account Reporting Information. Japanese residents (excluding those classified as “non-permanent residents”) who hold assets outside of Japan with an aggregate value exceeding ¥50,000,000 (as of December 31 each year) are required to comply with annual tax reporting obligations with respect to such assets (the reporting deadline is March 15 of the following year). Japanese residents are advised to consult with their personal tax advisors to ensure that they are properly complying with applicable reporting requirements.

## **KOREA**

### ***Notifications***

Exchange Control Information. In the event that the Optionee remits funds out of Korea in connection with the exercise of Options, such remittance must be “confirmed” by a foreign exchange bank in Korea. In order to receive the confirmation, the Optionee will likely be required to submit documents evidencing the nature of the remittance to the bank handling the remittance in Korea together with the confirmation application, including a copy of the Award, the Plan, the Optionee’s certificate of employment with the Employer and any other information requested by the bank. No bank confirmation is necessary if no funds are remitted out of Korea in connection with the exercise of the Option (e.g., if the Optionee pays the exercise price using funds already outside of Korea or a cashless exercise method).

In addition, exchange control laws require Korean residents who realize US\$500,000 or more from the sale of shares of Common Stock in a single transaction to repatriate the proceeds to Korea within three years of the sale. However, this repatriation requirement likely does not apply to the sale of shares of Common Stock on or after July 18, 2017. The Optionee should consult with his or her personal legal advisor to determine whether the Optionee will be required to repatriate proceeds from the sale of shares of Common Stock back to Korea.

Foreign Asset/Account Reporting Information. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority, and file a report with respect to such accounts if the value of such accounts exceeds KRW 500 million (or any equivalent amount in foreign currency) on any month-end date during a calendar year. Korean residents should consult with their personal tax advisor to determine their personal reporting obligations.

## **MALAYSIA**

### ***Notifications***

Securities Law Information. For the avoidance of doubt, the grant of Option pursuant to the Plan is made to and shall be accepted by only employees of the Company and shall not in any way be construed to be an offer of securities to a third party. As such, the same is not required to be approved by the Securities Commission Malaysia and the Award has not been and will not be registered with the Securities Commission Malaysia as a prospectus pursuant to the Capital Markets and Services Act 2007 (Act 671) of Malaysia.

## **MEXICO**

### ***Terms and Conditions***

Acknowledgement of the Award. By accepting the Options, the Optionee acknowledges that he or she has received a copy of the Plan and the Award, including this Addendum, which he or she has reviewed. The Optionee further acknowledges that he or she accepts all the provisions of the Plan and the Award, including this Addendum. The Optionee also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in paragraph 13 of the Award, which clearly provides as follows:

- (1) The Optionee’s participation in the Plan does not constitute an acquired right;

- (2) The Plan and the Optionee's participation in it are offered by the Company on a wholly discretionary basis;
- (3) The Optionee's participation in the Plan is voluntary; and
- (4) The Company and its subsidiaries are not responsible for any decrease in the value of any shares of Common Stock acquired under the Plan.

Labor Law Acknowledgement and Policy Statement. By accepting the Options, the Optionee acknowledges that the Company, with registered offices at 1100 Cassatt Road, Berwyn, PA 19312, U.S.A., is solely responsible for the administration of the Plan. The Optionee further acknowledges that his or her participation in the Plan, the grant of Options and any acquisition of shares of Common Stock under the Plan do not constitute an employment relationship between the Optionee and the Company because the Optionee is participating in the Plan on a wholly commercial basis. Based on the foregoing, the Optionee expressly acknowledges that the Plan and the benefits that he or she may derive from participation in the Plan do not establish any rights between the Optionee and the Employer and do not form part of the employment conditions and/or benefits provided by the Employer, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Optionee's employment.

The Optionee further understands that his or her participation in the Plan is the result of a unilateral and discretionary decision of the Company and, therefore, the Company reserves the absolute right to amend and/or discontinue the Optionee's participation in the Plan at any time, without any liability to the Optionee.

Finally, the Optionee hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and that he or she therefore grants a full and broad release to the Company, its parent, subsidiaries, branches, representation offices, stockholders, officers, agents or legal representatives, with respect to any claim that may arise.

#### **Spanish Translation**

Reconocimiento del Convenio de Concesión. Al aceptarlas Opciones, el Titular reconoce que ha recibido y revisado una copia del Plan y del Convenio, incluyendo este Apéndice. Además, el Titular reconoce y acepta todas las disposiciones del Plan y del Convenio, incluyendo este Apéndice. El Titular también reconoce que ha leído y aprobado de forma expresa los términos y condiciones establecidos en el párrafo 13 del Convenio, que claramente establece lo siguiente:

- (1) La participación del Titular en el Plan no constituye un derecho adquirido;
- (2) El Plan y la participación del Titular en lo mismo es ofrecido por la Compañía de manera completamente discrecional;
- (3) La participación del Titular en el Plan es voluntaria; y
- (4) La Compañía y sus Corporaciones Subsidiarias no son responsables por ninguna disminución en el valor de las Acciones Comunes(en Inglés, "PRSU Shares") adquiridas en virtud del Plan.

Reconocimiento del Derecho Laboral y Declaración de la Política. Al aceptar el las Opciones, el Titular reconoce que la Compañía, con domicilio social en 1100 Cassatt Road, Berwyn, PA 19312, E.U.A., es la única responsable de la administración del Plan. Además, el Titular reconoce que su participación en el Plan, la concesión de las Opciones y cualquier adquisición de Acciones Comunes en virtud del Plan no constituyen una relación laboral entre el Titular y la Compañía, en virtud de que el Titular está participando en el Plan sobre una base totalmente comercial. Por lo anterior, el Titular expresamente reconoce que el Plan y los beneficios que puedan derivarse de su participación no establecen ningún derecho entre el Titular y el Empleador y que no forman parte de las condiciones de trabajo y/o beneficios otorgados por el Empleador, y cualquier modificación del Plan o la terminación del mismo no constituirá un cambio o modificación de los términos y condiciones en el empleo del Titular.

Además, el Titular comprende que su participación en el Plan es el resultado de una decisión discrecional y unilateral de la Compañía, por lo que la misma se reserva el derecho absoluto de modificar y/o suspender la participación del Titular en el Plan en cualquier momento, sin responsabilidad alguna al Titular.

Finalmente, el Titular manifiesta que no se reserva acción o derecho alguno que origine una demanda en contra de la Compañía por cualquier indemnización o daño relacionado con las disposiciones del Plan o de los beneficios otorgados en el mismo, y en consecuencia el Titular libera de la manera más amplia y total de responsabilidad a la Compañía, su padre y sus subsidiarias, sucursales, oficinas de representación, accionistas, directores, agentes y representantes legales con respecto a cualquier demanda que pudiera surgir.

## **NETHERLANDS**

### ***Regulatory***

The Option is not transferable and is not deemed to qualify as an offering of securities in the Netherlands within the meaning of the Prospectus Regulation ((EU) Regulation 2017/1129). To the extent that a supervisory body would qualify the offering of the Options or its underlying securities as an offering of securities within the meaning of the Prospectus Regulation, such offering will only be made in reliance of Article 1(4) of the Prospectus Regulation provided that no such offering of securities shall require Ametek, Inc. to publish a prospectus pursuant to Article 3 of the Prospectus Regulation.

### ***Employment***

For the purposes of paragraph 7 of this Option, the words “sixty-five (65)” shall be replaced with *‘old-age state benefits age’*.

### ***Data protection***

The Company and the Employer shall at all times, in operation and administering the Plan, act in the accordance with the EU General Data Protection Regulation (2016/679) (“**GDPR**”), Dutch data protection legislation and all other laws and regulations relating to the processing of personal data and privacy. Where required under applicable law, the Optionee shall be informed about such processing of personal data and privacy by means of a privacy statement.

For the avoidance of doubt, the Company and/or Employer shall not process personal data of the Optionee on the basis of consent as set out in Article 15 of the Award.

## **SINGAPORE**

### ***Terms and Conditions***

**Sale Restriction.** The Optionee agrees that any shares of Common Stock acquired pursuant to the Options will not be offered for sale in Singapore prior to the six-month anniversary of the grant date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”).

### ***Notifications***

**Securities Law Information.** The grant of the Options is being made under the “Qualifying Person” exemption under section 273(1)(i) of the SFA under which it is exempt from the prospectus and registration requirements and is not made with a view to the underlying shares of Common Stock being subsequently offered for sale to any other party. The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore.

**Chief Executive Officer and Director Notification Requirement.** The Chief Executive Officer (“CEO”) and the directors of a Singapore subsidiary are subject to certain notification requirements under the Singapore Companies Act. The CEO and directors must notify the Singapore subsidiary in writing of an interest (e.g., Options, shares of Common Stock, etc.) in the Company or any related company within two business days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (e.g., upon vesting of the Options or when shares of Common Stock acquired under the Plan are subsequently sold), or (iii) becoming the CEO/a director.

**SERBIA*****Notifications***

Securities Law Information. The grant of Options is not subject to the regulations concerning public offers and private placements under the Law on Capital Markets.

Exchange Control Information. Pursuant to the Law on Foreign Exchange Transactions, Serbian residents may freely acquire shares of Common Stock under the Plan; however, the National Bank of Serbia generally requires residents to report the acquisition of such shares of Common Stock, the value of the shares of Common Stock at exercise and, on a quarterly basis, any changes in the value of the underlying shares of Common Stock. The Optionee should consult with a personal legal advisor to determine his or her reporting obligations upon the acquisition of shares of Common Stock under the Plan as such obligations are subject to change based on the interpretation of applicable regulations by the National Bank of Serbia.

**SWEDEN*****Terms and Conditions***

Data Privacy The following provisions shall apply in addition to Paragraph 14 of the Award:

***The Optionee understands that the Company, the Employer and other subsidiary of the Company (the "Controller") may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all Options or any other entitlement to Company Stock awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.***

***The Optionee understands that Data may be transferred to Schwab Stock Plan Services, which may assist the Company (presently or in the future) with the implementation, administration and management of the Plan. In addition, the Controller may disclose the Optionee's Data to supervisory authorities, judicial bodies and other parties in accordance with applicable law. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, subject to appropriate safeguards, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative.***

***The legal basis for such processing and/or transfer of the Optionee's Data is that such being necessary for purposes of implementing, administering and managing the Optionee's participation in the Plan.***

***The Optionee authorizes the Company, and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan or as long as required by applicable law. The Optionee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments, erasure, restriction or transfer of Data, in any case without cost, by contacting in writing his or her local human resources representative. If the Optionee requests erasure, restriction or otherwise regarding his or her Data, the Optionee will not be able to participate in the Plan and the Company would not be able to grant the Options or other equity awards to the Optionee or administer or maintain such awards. Therefore, the Optionee understands that such request may affect the Optionee's ability to participate in the Plan. For more information on the consequences hereof, the Optionee understands that he or she may contact his or her local human resources representative.***

***The Optionee also has the right to file a complaint with the Swedish Data Protection Authority (Sw. Datainspektionen), if the Optionee finds that the Controller processes the Optionee's Data incorrectly.***

**SWITZERLAND*****Terms and Conditions***Labor Law Acknowledgement (to be signed by Employee).

- The Employee agrees to participate in the Omnibus Incentive Compensation Plan (the "Plan") sponsored by AMETEK, INC.
- The Employee expressly acknowledges that the contractual party to the Plan is AMETEK, Inc. and that participation in the Plan, the grant of Options and any acquisition of shares of Common Stock under the Plan do not constitute an employment relationship between the Employee and AMETEK, INC.
- The Employee is aware of and accepts Paragraph 24 of the Award which states that the Award is governed by the laws of the State of Delaware and that place of jurisdiction is Chester County, or the federal courts for the United States for the District of Pennsylvania.

Place:

Date:

---

Name of Swiss Employee:***Notifications***

Securities Law Information. The Options are not intended to be publicly offered in or from Switzerland. Because the offer of Options is considered a private offering and because securities that employers or affiliated companies offer or allocate to current or former members of the board of directors or management board or their employees are exempt, it is not subject to registration in Switzerland. Neither this document nor any materials relating to the Options constitutes a prospectus as such term is understood pursuant to articles 35 et seqq. of the Swiss Financial Services Act or article 652a of the Swiss Code of Obligations, and neither this document nor any other materials relating to the Options may be publicly distributed nor otherwise made publicly available in Switzerland. Neither this document nor any other offering or marketing materials relating to the Options has been filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Supervisory Authority ("FINMA") or any reviewing body licensed by FINMA).

---

SPECIAL NOTICE FOR EMPLOYEES IN DENMARK  
EMPLOYER STATEMENT

Pursuant to Section 3(1) of the Act on Stock Options in employment relations (the "Stock Option Act"), you are entitled to receive the following information regarding participation in the Ametek, Inc. 2020 Omnibus Incentive Compensation Plan (the "Plan") in a separate written statement.

This statement contains only the information mentioned in the Stock Option Act, while the other terms and conditions of your stock option ("Option") grant are described in detail in the Plan, Non-Qualified Option Award for Global Recipients (the "Award") and the applicable country-specific supplement, which have been made available to you.

1. Date of grant

The grant date of your Options is the date that the Company approved a grant for you, which is set forth in the Award.

2. Terms or conditions for grant of option grant

Only persons identified in Section 6 of the Plan are eligible to participate in the Plan. The grant of Options under the Plan is offered at the sole discretion of the Company and is intended to achieve the purposes identified in Section 1 of the Plan, including (among other things) encouraging share ownership in the Company by employees of the Company and any parents and subsidiaries that exist now or in the future. The Company may decide, in its sole discretion, not to make any Option grants to you in the future. Under the terms of the Plan, the Award and the applicable country-specific supplement, you have no entitlement or claim to receive future Option grants or awards in lieu of Options.

3. Exercise Date or Period

Generally, the Options will vest and become exercisable over a number of years, and subject to criteria, as provided in your Award.

4. Exercise Price

During the exercise period, the Options can be exercised to purchase shares of Common Stock at a price determined by the Committee and set forth in the Award, which may not be less than 100% of the Fair Market Value of the Common Stock on the date the Option is granted, as determined in accordance with the Plan.

5. Your rights upon termination of employment

The treatment of your Options upon termination of employment will be determined under Sections 4 and 5 of the Stock Option Act unless the terms contained in the Plan, the Award and the applicable country-specific supplement are more favorable to you than Sections 4 and 5 of the Stock Option Act.

6. Financial aspects of participating in the Plan

The grant of Options has no immediate financial consequences for you. The value of the Options is not taken into account when calculating holiday allowances, pension contributions or other statutory consideration calculated on the basis of salary.

Shares of stock are financial instruments and investing in stock will always have financial risk. The future value of Company shares is unknown and cannot be predicted with certainty.

AMETEK, INC.  
1100 Cassatt Road  
Berwyn, PA 19132  
U.S.A.

**SUBSIDIARIES OF AMETEK, INC.**  
**AS OF DECEMBER 31, 2023**

**Exhibit 21**

| <b>Company</b>  | <b>State or other jurisdiction of<br/>incorporation or organization</b> | <b>Percentage of voting<br/>securities owned by its<br/>immediate parent*</b> |
|---|---|---|
| 4DSP, LLC   | Nevada  | 100%  |
| Abaco Systems Holding Corp.                                       | Delaware  | 100%  |
| Abaco Systems Limited   | United Kingdom  | 100%  |
| Abaco Systems Private Limited                                     | India   | 100%  |
| Abaco Systems Technology Corp.                                    | New York  | 100%  |
| Abaco Systems, Inc.   | Delaware  | 100%  |
| Abaco UK Holdco Limited   | United Kingdom  | 100%  |
| Advanced Measurement Technology, Inc.                             | Delaware  | 100%  |
| AEM Limited   | United Kingdom  | 100%  |
| AIP/MPM Holdings, Inc.  | Delaware  | 100%  |
| Airtechnology Pension Trustees Limited                            | United Kingdom  | 100%  |
| Akron Standard Bestry (Guangzhou) Measurement Equipment Co., Ltd. | China   | 50%   |
| Alphasense Limited  | United Kingdom  | 100%  |
| Alphasense USA, Inc.  | Delaware  | 100%  |
| Amekai (BVI) Ltd.   | British Virgin Islands  | 50%   |
| Amekai Meter (Xiamen) Co., Ltd.                                   | China   | 100%  |
| Amekai Singapore Private Ltd.                                     | Singapore   | 50%   |
| Amekai Taiwan Co., Ltd.   | Taiwan  | 50%   |
| AMEPS USVI LLC  | United States Virgin Islands  | 100%  |
| AMETEK (Barbados) SRL   | Barbados  | 100%  |
| AMETEK (Bermuda), Ltd.  | Bermuda   | 100%  |
| AMETEK (GB) Limited   | United Kingdom  | 100%  |
| AMETEK (Thailand) Co., Ltd.                                       | Thailand  | 99.999%   |
| AMETEK Advanced Industries, Inc.                                  | Delaware  | 100%  |
| AMETEK Aegis, Inc.  | Delaware  | 100%  |
| AMETEK Aerospace & Defense Group UK Ltd.                          | United Kingdom  | 100%  |
| AMETEK Aerospace & Power Holdings, Inc.                           | Delaware  | 100%  |
| AMETEK Aircraft Parts & Accessories, Inc.                         | Delaware  | 100%  |
| AMETEK Airtechnology Group Limited                                | United Kingdom  | 100%  |
| AMETEK Ameron, LLC  | Delaware  | 100%  |
| AMETEK Arizona Instrument LLC                                     | Arizona   | 100%  |
| AMETEK B.V.   | The Netherlands   | 100%  |
| AMETEK Bison Gear & Engineering, Inc.                             | Illinois  | 100%  |
| AMETEK Canada 3 ULC   | Canada  | 100%  |
| AMETEK Canada Limited Partnership                                 | Canada  | 99.90%  |
| AMETEK Co., Ltd.  | Japan   | 100%  |
| AMETEK Commercial Enterprise Shanghai                             | China   | 100%  |
| AMETEK Creaform ULC   | Canada  | 99.90%  |
| AMETEK CTS Europe GmbH  | Germany   | 100%  |

# SUBSIDIARIES OF AMETEK, INC.

AS OF DECEMBER 31, 2023

| Company   | State or other jurisdiction of incorporation or organization | Percentage of voting securities owned by its immediate parent* |
|---|--|--|
| AMETEK CTS GmbH                                   | Switzerland  | 100%   |
| AMETEK CTS US, Inc.                               | New York   | 100%   |
| AMETEK Customer Service S. de R. L. de C.v.       | Mexico   | 100%   |
| AMETEK d.o.o. Subotica                            | Serbia   | 100%   |
| AMETEK DELCO, Inc.                                | Delaware   | 100%   |
| AMETEK Denmark A/S                                | Denmark  | 100%   |
| AMETEK do Brasil Ltda.                            | Brazil   | 99%  |
| AMETEK Elektromotory, s.r.o                       | Czech Republic   | 99.97%   |
| AMETEK EMG Holdings, Inc.                         | Delaware   | 100%   |
| AMETEK Engineered Materials Sdn. Bhd.             | Malaysia   | 100%   |
| AMETEK Europe, L.L.C.                             | Berwyn, PA   | 100%   |
| AMETEK European Holdings GmbH                     | Germany  | 100%   |
| AMETEK European Holdings Limited                  | United Kingdom   | 100%   |
| AMETEK Finland Oy                                 | Finland  | 100%   |
| AMETEK Germany GmbH                               | Germany  | 100%   |
| AMETEK Global Limited                             | United Kingdom   | 100%   |
| AMETEK Global Tubes, LLC                          | Delaware   | 59.50%   |
| AMETEK GmbH                                       | Germany  | 31.99%   |
| AMETEK Grundbesitz GmbH                           | Germany  | 100%   |
| AMETEK Haydon Kerk, Inc.                          | Delaware   | 100%   |
| AMETEK Holdings B.V.                              | The Netherlands  | 100%   |
| AMETEK Holdings de Mexico, S. de R.L.             | Mexico   | 50%  |
| AMETEK Holdings SARL                              | France   | 74%  |
| AMETEK Hong Kong Private Limited                  | Hong Kong  | 100%   |
| AMETEK HSA, Inc.                                  | Delaware   | 100%   |
| AMETEK Industrial Technology (Shanghai) Co., Ltd. | China  | 100%   |
| AMETEK Instrumentos, S.L.                         | Spain  | 100%   |
| AMETEK Instruments Group UK Limited               | United Kingdom   | 100%   |
| AMETEK Instruments India Private Limited          | India  | 100%   |
| AMETEK International Limited                      | United Kingdom   | 100%   |
| AMETEK Korea Co., Ltd.                            | Korea  | 100%   |
| AMETEK Lamb Motores de Mexico, S. de R.L. de C.V. | Mexico   | 99.99%   |
| AMETEK Land, Inc.                                 | Delaware   | 100%   |
| AMETEK Latin America Holding Company S.à r.l.     | Luxembourg   | 100%   |
| AMETEK Magnetrol USA, LLC                         | Delaware   | 100%   |
| AMETEK Material Analysis Holdings GmbH            | Germany  | 100%   |
| AMETEK Mexico Holding Company, LLC                | Delaware   | 100%   |
| AMETEK Middle East FZE                            | United Arab Emirates   | 100%   |
| AMETEK Motors Asia Pte. Ltd.                      | Singapore  | 100%   |
| AMETEK MRO Florida, Inc.                          | Delaware   | 100%   |
| AMETEK Nordic AB                                  | Sweden   | 100%   |
| AMETEK PIP Holdings, Inc.                         | Delaware   | 100%   |
| AMETEK Precitech, Inc.                            | Delaware   | 100%   |
| AMETEK Programmable Power, Inc.                   | Delaware   | 100%   |
| AMETEK S.A.S.                                     | France   | 76.7%  |
| AMETEK S.r.l.                                     | Italy  | 14.0%  |
| AMETEK SCP (Barrow) Limited                       | United Kingdom   | 100%   |



**SUBSIDIARIES OF AMETEK, INC.**  
**AS OF DECEMBER 31, 2023**

| <b>Company</b>  | <b>State or other jurisdiction of incorporation or organization</b> | <b>Percentage of voting securities owned by its immediate parent*</b> |
|---|---|---|
| AMETEK SCP, Inc.  | Rhode Island  | 100%  |
| AMETEK Singapore Private Ltd.                             | Singapore   | 100%  |
| AMETEK Solution ULC                                       | Canada  | 100%  |
| AMETEK Taiwan Co. Ltd.                                    | Taiwan  | 50.5%   |
| AMETEK Technical & Industrial Products, Inc.              | Minnesota   | 51.9%   |
| AMETEK Thermal Systems, Inc.                              | Delaware  | 100%  |
| AMETEK TP, Inc.   | Pennsylvania  | 100%  |
| AMETEK UK Finance Limited                                 | United Kingdom  | 100%  |
| AMETEK Vietnam Company Limited                            | Vietnam   | 100%  |
| Amplifier Reasearch Corp.                                 | Pennsylvania  | 100%  |
| Amptek, Inc.  | Delaware  | 100%  |
| Antavia SAS   | France  | 100%  |
| AR Modular RF Corp.                                       | Washington  | 100%  |
| ASP Navigate Acquisition Corp.                            | Delaware  | 100%  |
| ASP Navigate Holdings, Inc.                               | Delaware  | 100%  |
| ASP Navigate Intermediate Holdings, Inc.                  | Delaware  | 100%  |
| Atlas Material Holdings Corporation                       | Delaware  | 100%  |
| Atlas Material Testing Technology (India) Private Limited | India   | 100%  |
| Atlas Material Testing Technology BV                      | The Netherlands   | 100%  |
| Atlas Material Testing Technology GmbH                    | Germany   | 100%  |
| Atlas Material Testing Technology L.L.C.                  | Delaware  | 100%  |
| Atlas Netherlands AcquisitionCo Coöperatief U.A.          | The Netherlands   | 99.99%  |
| Avicenna Technology, Inc.                                 | Minnesota   | 100%  |
| Boston Endo-Surgical Technologies LLC                     | Delaware  | 100%  |
| CAMECA Instruments, Inc.                                  | New York  | 100%  |
| CAMECA SAS  | France  | 96.15%  |
| Chandler Instruments Company L.L.C.                       | Texas   | 100%  |
| Coining, Inc.   | Delaware  | 100%  |
| Controls Southeast, Inc.                                  | North Carolina  | 100%  |
| Crank Software ULC  | Canada  | 100%  |
| Creaform Software Inc.                                    | Canada  | 100%  |
| Creaform Inc.   | Canada  | 100%  |
| Creaform U.S.A. Inc.                                      | Delaware  | 100%  |
| Crystal Engineering Corporation                           | California  | 100%  |
| Direl GmbH  | Germany   | 100%  |
| Direl Holding GmbH  | Germany   | 100%  |
| Drake Air, Inc.   | Oklahoma  | 100%  |
| Dunkermotoren GmbH  | Germany   | 100%  |
| Dunkermotoren Taicang Co., Ltd.                           | China   | 100%  |
| Dunkermotoren USA Inc.                                    | Delaware  | 100%  |
| Economy Spring, LLC                                       | Delaware  | 100%  |
| EDAX, LLC   | Delaware  | 100%  |
| EGS Automation GmbH                                       | Germany   | 100%  |
| EMA Corp.   | Delaware  | 98.43%  |

# SUBSIDIARIES OF AMETEK, INC.

AS OF DECEMBER 31, 2023

| Company   | State or other jurisdiction of incorporation or organization | Percentage of voting securities owned by its immediate parent* |
|---|--|--|
| EMA Finance 1 LLC                                   | Delaware   | 100%   |
| EMA Finance 2 LLC                                   | Delaware   | 100%   |
| EMA Finance 3, LLC                                  | Delaware   | 100%   |
| EMA Germany GmbH                                    | Germany  | 100%   |
| EMA Holdings, LLC                                   | Delaware   | 100%   |
| EMA MX, LLC   | Delaware   | 100%   |
| Fine Tubes Limited                                  | United Kingdom   | 100%   |
| FMH Aerospace Corp.                                 | California   | 100%   |
| Forza Silicon Corporation                           | California   | 100%   |
| Foundation Technology Ltd.                          | United Kingdom   | 100%   |
| Frameflair Limited                                  | United Kingdom   | 100%   |
| Gatan, Inc.   | Pennsylvania   | 100%   |
| Glasseal Products, Inc.                             | New Jersey   | 100%   |
| Grabner Instruments Messtechnik Gesellschaft m.b.H. | Austria  | 100%   |
| Hamilton Precision Metals, Inc.                     | Delaware   | 100%   |
| Haydon Kerk Motion Solutions, Inc.                  | Massachusetts  | 100%   |
| Haydon Linear Motors (Changzhou) Co., Ltd.          | China  | 100%   |
| HCC Industries, Inc.                                | Delaware   | 100%   |
| HDR Power Systems, LLC                              | Delaware   | 100%   |
| Hermetic Seal Corporation                           | Delaware   | 100%   |
| innoRIID GmbH                                       | Germany  | 100%   |
| IntelliPower, Inc.                                  | California   | 100%   |
| La Vezzi Precision, Inc.                            | Illinois   | 100%   |
| Lacey Manufacturing Company LLC                     | Delaware   | 100%   |
| Land Instruments International Ltd.                 | United Kingdom   | 100%   |
| Life Sciences Design & Development, LLC             | Delaware   | 100%   |
| Life Sciences Vandalia, LLC                         | Ohio   | 100%   |
| Magnetrol International N.V.                        | Belgium  | 100%   |
| Marox Corporation                                   | Massachusetts  | 100%   |
| MCG Acquisition Corporation                         | Minnesota  | 100%   |
| Med-Aide Design Group, LLC                          | Pennsylvania   | 100%   |
| MI Technologies, LLC                                | Delaware   | 100%   |
| Micro-Poise Industrial Equipment (Beijing) Ltd.     | China  | 100%   |
| Micro-Poise Measurement Systems, LLC                | Delaware   | 100%   |
| Milmega Limited                                     | United Kingdom   | 100%   |
| MLV 68 Sp. Z.o.o.                                   | Poiland  | 100%   |
| MOCON Europe A/S                                    | Denmark  | 100%   |
| MOCON, Inc.   | Minnesota  | 100%   |
| Modern Field Holdings, Inc.                         | British Virgin Islands                                       | 7.6%   |
| Motec GmbH  | Germany  | 100%   |
| Motec USA LLC                                       | Delaware   | 100%   |

**SUBSIDIARIES OF AMETEK, INC.**  
**AS OF DECEMBER 31, 2023**

| <b>Company</b>                                | <b>State or other jurisdiction of incorporation or organization</b> | <b>Percentage of voting securities owned by its immediate parent*</b> |
|---|---|---|
| Muirhead Aerospace Limited                    | United Kingdom  | 100%  |
| MW Life Sciences, Inc.                        | Delaware  | 100%  |
| MW Madsen Holdings, LLC                       | Delaware  | 100%  |
| Navitar, Inc.                                 | New York  | 100%  |
| Nearfield Systems, LLC                        | California  | 100%  |
| NewAge Testing Instruments, Inc.              | Pennsylvania  | 100%  |
| NSI-MI Technologies Inc.                      | Delaware  | 100%  |
| Nu Instruments Limited                        | United Kingdom  | 100%  |
| OBCORP LLC                                    | Missouri  | 100%  |
| Pacific Design Technologies, Inc.             | California  | 100%  |
| Paragon Acquisition Corp.                     | Indiana   | 100%  |
| Paragon Medical Europe S.a.r.l.               | Switzerland   | 100%  |
| Paragon Medical International, Inc.           | Indiana   | 100%  |
| Paragon Medical, Device (Changzhou) Co. Ltd.  | China   | 100%  |
| Paragon Medical, Inc.                         | Indiana   | 100%  |
| Paragon Siechnice Sp. Z.o.o.                  | Poland  | 100%  |
| Patriot Sensors & Controls Corporation        | Delaware  | 100%  |
| Petrolab, L.L.C.                              | Delaware  | 100%  |
| Pixelink, Inc.                                | Canada  | 100%  |
| Platinum Surgical Instruments, Inc.           | Wisconsin   | 100%  |
| PMG Acquisition Corporation                   | Delaware  | 100%  |
| PMG Intermediate Holding Corporation          | Delaware  | 100%  |
| Powervar Deutschland GmbH                     | Germany   | 100%  |
| Powervar Mexico S.A. de C.V.                  | Mexico  | 99.998%   |
| Powervar, Inc.                                | Illinois  | 100%  |
| Precision Engineered Products Holdings Inc.   | Delaware  | 100%  |
| Precision Engineered Products, LLC            | Delaware  | 100%  |
| Rauland-Borg Corporation                      | Illinois  | 100%  |
| Rauland-Borg Corporation of Florida           | Delaware  | 100%  |
| Reichert, Inc.                                | Delaware  | 100%  |
| Responder Systems Corporation                 | California  | 100%  |
| RETE Holding GmbH                             | Germany   | 100%  |
| Rotron Incorporated                           | New York  | 100%  |
| RTDS Technologies Inc.                        | Canada  | 100%  |
| Sealtron, Inc.                                | Delaware  | 100%  |
| Seiko EG&G Co. Ltd.                           | Japan   | 49%   |
| Six Brookside Drive Corporation               | Connecticut   | 100%  |
| SkyBitz Petroleum Logistics LLC               | South Carolina  | 100%  |
| SkyBitz Tank Monitoring Corporation           | Illinois  | 100%  |
| SkyBitz, Inc.                                 | Delaware  | 100%  |
| Solartron Metrology Limited                   | United Kingdom  | 100%  |
| Solidstate Controls Mexico, S.A. de C.V.      | Mexico  | 99.998%   |
| Solidstate Controls, Inc. de Argentina S.R.L. | Argentina   | 90%   |
| Solidstate Controls, LLC                      | Delaware  | 100%  |
| Sound Com Corporation                         | Ohio  | 100%  |
| Southern Aero Partners, Inc.                  | Oklahoma  | 100%  |



## SUBSIDIARIES OF AMETEK, INC.

AS OF DECEMBER 31, 2023

| Company   | State or other jurisdiction of incorporation or organization | Percentage of voting securities owned by its immediate parent* |
|---|--|--|
| Special Optics, Inc.                                | New Jersey   | 100%   |
| SPECTRO Analytical Instruments (Pty) Ltd            | South Africa   | 100%   |
| SPECTRO Analytical Instruments GmbH                 | Germany  | 100%   |
| SPECTRO Analytical Instruments, Inc.                | Delaware   | 100%   |
| Spectro Scientific, Inc.                            | Massachusetts  | 100%   |
| Spectro, Inc.                                       | Massachusetts  | 100%   |
| SSH Non-Destructive Testing, Inc.                   | Delaware   | 100%   |
| Sunpower, Inc.                                      | Ohio   | 100%   |
| Superior Tube Company, Inc.                         | Pennsylvania   | 100%   |
| Taylor Hobson Inc.                                  | Delaware   | 100%   |
| Taylor Hobson Limited                               | United Kingdom   | 100%   |
| Taylor Hobson Trustees Limited                      | United Kingdom   | 100%   |
| Technical Manufacturing Corporation                 | Delaware   | 100%   |
| Technical Services for Electronics, Inc.            | Minnesota  | 100%   |
| Telular Corporation                                 | Delaware   | 100%   |
| Trigon International LLC                            | Delaware   | 100%   |
| Tritex Corporation                                  | Delaware   | 100%   |
| Tubes Holdco Limited                                | United Kingdom   | 100%   |
| Universal Analyzers Inc.                            | Nevada   | 100%   |
| Vision Research Europe B.V.                         | The Netherlands  | 100%   |
| Vision Research S.R.L.                              | Romania  | 100%   |
| Vision Research, Inc.                               | Delaware   | 100%   |
| VTI Instruments Private Limited                     | India  | 99.999%  |
| VTI Integrated Systems Private Limited              | India  | 99.89%   |
| Zemetrics, Inc.                                     | Delaware   | 100%   |
| Zygo Corporation                                    | Delaware   | 100%   |
| Zygo Germany GmbH                                   | Germany  | 41.36%   |
| Zygo Pte Ltd.                                       | Singapore  | 100%   |
| Zygo Richmond Corporation                           | Delaware   | 100%   |
| ZygoLamda Metrology Instrument (Shanghai) Co., Ltd. | China  | 100%   |

(\*) Exclusive of directors' qualifying shares and shares held by nominees as required by the laws of the jurisdiction of incorporation.

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 No. 333-173988) pertaining to the AMETEK, Inc. 2011 Omnibus Incentive Compensation Plan,
- (2) Registration Statement (Form S-8 No. 333-87491) pertaining to the AMETEK Retirement and Savings Plan,
- (3) Registration Statement (Form S-8 No. 333-91507) pertaining to the AMETEK, Inc. Deferred Compensation Plan,
- (4) Registration Statement (Form S-8 No. 333-176068) pertaining to the Hamilton Precision Metals 401(k) Employee Savings Plan and Solidstate Controls, Inc. Hourly Employees' (CWA) Retirement Plan,
- (5) Registration Statement (Form S-8 No. 333-214847) pertaining to the Superior Tube Company, Inc. Union 401(k) Plan,
- (6) Registration Statement (Form S-3 No. 333-75892) of AMETEK, Inc. and,
- (7) Registration Statement (Form S-8 No. 333-238099) pertaining to the AMETEK, Inc. 2020 Omnibus Incentive Compensation Plan.

of our reports dated February 22, 2024, with respect to the consolidated financial statements of AMETEK, Inc. and the effectiveness of internal control over financial reporting of AMETEK, Inc., included in this Annual Report (Form 10-K) of AMETEK, Inc. for the year ended December 31, 2023.

/s/ ERNST & YOUNG LLP

Philadelphia, Pennsylvania  
February 22, 2024

## CERTIFICATIONS

I, David A. Zapico, certify that:

1. I have reviewed this Annual Report on Form 10-K of AMETEK, Inc.(the "registrant");
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 22, 2024

/s/ DAVID A. ZAPICO

David A. Zapico

Chairman of the Board and Chief Executive Officer

## CERTIFICATIONS

I, William J. Burke, certify that:

1. I have reviewed this Annual Report on Form 10-K of AMETEK, Inc.(the "registrant");
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 22, 2024

/s/ WILLIAM J. BURKE

William J. Burke

Executive Vice President – Chief Financial Officer

**AMETEK, Inc.**

**Certification Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of AMETEK, Inc. (the "Company") on Form 10-K for the year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David A. Zapico, Chairman of the Board and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (a) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ DAVID A. ZAPICO

---

David A. Zapico

Chairman of the Board and Chief Executive Officer

Date: February 22, 2024

A signed original of this written statement required by Section 906 has been provided to AMETEK, Inc. and will be retained by AMETEK, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**AMETEK, Inc.**

**Certification Pursuant to  
18 U.S.C. Section 1350,  
as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of AMETEK, Inc. (the "Company") on Form 10-K for the year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, William J. Burke, Executive Vice President – Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (a) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ WILLIAM J. BURKE

---

William J. Burke

Executive Vice President – Chief Financial Officer

Date: February 22, 2024

A signed original of this written statement required by Section 906 has been provided to AMETEK, Inc. and will be retained by AMETEK, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**AMETEK, Inc.****Executive Compensation Recoupment Policy in Restatement Situations****As Adopted on November 2, 2023**

AMETEK, Inc. (the "Corporation") has adopted this Policy in compliance with Section 10D of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 10D-1 promulgated thereunder ("Rule 10D-1") by the U.S. Securities and Exchange Commission (the "SEC") and Paragraph 303A.14 of the Listing Standards Manual of the New York Stock Exchange ("NYSE"), which require the recovery of certain Incentive-Based Compensation in the case of a covered accounting restatement resulting from a material error in the Corporation's consolidated financial statements.

**Recovery of Compensation**

The Corporation shall, to the extent permitted or required in accordance with applicable law or the applicable rules or listing requirements of the NYSE (or, if the primary exchange on which the common stock of the Corporation is listed is not the NYSE, then of such primary exchange), upon the occurrence of a Recoupment Event, recover, or clawback, from a Specified Individual, as promptly as reasonably possible, Incentive-Based Compensation that is Erroneously Awarded Compensation.

The Board shall determine, in its sole discretion, the method of recovering any Incentive-Based Compensation pursuant to this Policy. No recovery shall be required if the Board determines that the direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered, which determination must be made only after a reasonable and documented attempt by the Corporation to recover the Incentive-Based Compensation (with documentation of such reasonable attempt to recover to be provided to NYSE). Additionally, no recovery shall be required to the extent recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to Corporation employees, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal Revenue Code of 1986, as amended, and U.S. Treasury regulations promulgated thereunder.

The Recoupment Events shall apply to all of the Specified Individual(s), even if the Specified Individual(s) were not directly involved in a particular Recoupment Event. Erroneously awarded compensation must be recovered even if there was no misconduct or failure of oversight on the part a Specified Individual.

The Corporation shall not indemnify any current or former Specified Individual against the loss of erroneously awarded compensation, and shall not pay, or reimburse any Specified Individual for, premiums incurred or paid for any insurance policy to fund such Specified Individual's potential recovery obligations.

---

**Compensation Subject to Recovery**

All Incentive-Based Compensation that is Erroneously Awarded Compensation shall be subject to this Policy, and shall include, with respect to any individual, all Incentive-Based Compensation received by a Specified Individual: (A) after beginning service as a Specified Individual of the Corporation; (B) who served as a Specified Individual of the Corporation at any time during the performance period for that Incentive-Based Compensation; (C) while the Corporation had a class of securities listed on a national securities exchange or a national securities association; and (D) during the three completed fiscal years of the Corporation immediately preceding the date, and any transition period of less than nine months that results from a change in the Corporation's fiscal year within or immediately following those three completed fiscal years, on which the Corporation is required to prepare a Covered Restatement.

For purposes of this Policy, Incentive-Based Compensation is deemed to be received in the fiscal period during which the financial reporting measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant may not occur until after the end of that fiscal period. Incentives-Based Compensation in the form of an equity award that vests solely upon the basis of a financial reporting measure performance condition will be deemed to be received in the fiscal period in which it vests.

For purposes of determining the relevant recovery period, the date that the Corporation is required to prepare a Covered Restatement is the earlier to occur of: (A) the date the Corporation's board of directors or a committee of the board of directors concludes, or reasonably should have concluded, that the Corporation is required to prepare a Covered Restatement; or (B) the date a court, regulator, or other legally authorized body directs the Corporation to prepare a Covered Restatement.

Incentive-Based Compensation shall not be recovered under this Policy to the extent received by any person (i) before the date the person was determined by the Board to be a Section 16 officer of the Corporation; or (ii) who was not, at any time during the performance period for the Incentive-Based Compensation, a Section 16 officer of the Corporation.

**Administrative Matters**

This Policy shall be administered by the Compensation Committee, subject to the review and approval of the Board. The Board shall have express discretionary authority to interpret and construe this Policy and to make all determinations with respect to this Policy, in its sole discretion. It is intended that this Policy be interpreted in a manner that is consistent with the requirements of Section 10D of the Exchange Act and Rule 10D-1 (or any successor statute or rule) and any other applicable rules or listing standards adopted by the SEC or NYSE. All interpretations, constructions and determinations made by the Board under this Policy shall be final and binding on all parties. This Policy may only be amended with the approval of the Board and may be amended from time to time as necessary to reflect changes in applicable regulations and/or listing standards adopted by the SEC or NYSE. Compliance with this Policy cannot be waived.

---

This Policy shall not limit the rights of the Corporation to take any other actions or pursue other remedies (up to and including termination of employment) that the Board may deem necessary or appropriate under the circumstances and/or under applicable law, including, with limitation, Section 304 of Sarbanes Oxley Act of 2002 in connection with the Chief Executive Officer or the Chief Financial Officer.

Subsequent changes in employment status, including retirement or termination of employment, shall not affect the Corporation's ability to recover any compensation paid or payable to Specified Individuals pursuant to this Policy, subject to the requirements of applicable law.

The Corporation shall make all required disclosures and filings with the SEC with respect to this Policy in accordance with the requirements of the Federal securities laws.

### **Certain Definitions**

"Covered Restatement" means an accounting restatement to correct an error in previously issued financial statements due to the material noncompliance of the Corporation with any financial reporting requirement under the federal securities laws, which accounting restatement (i) is material to the previously issued financial statements, or (ii) would result in a material misstatement if the error were corrected in the current period only or left uncorrected in the current period.

"Erroneously awarded compensation" means the amount of Incentive-based Compensation received based on the erroneous data that exceeds the amount of Incentive-based Compensation that otherwise would have been received had it been determined based on the restated amounts, computed without regard to any taxes incurred or paid. For Incentive-based Compensation based on stock price or total shareholder return, where the amount of erroneously awarded compensation is not subject to mathematical recalculation directly from the information in an accounting restatement: (A) the amount shall be based on a reasonable estimate of the effect of the Covered Restatement on the stock price or total shareholder return upon which the Incentive-based Compensation was received; and (B) the Corporation shall maintain documentation of the determination of that reasonable estimate and provide such documentation to the NYSE.

"Financial reporting measure" means a measure that is (i) determined and presented in accordance with the accounting principles used in preparing the Corporation's financial statements, or (ii) derived wholly or in part from such measures. For purposes of this Policy, the term "financial reporting measure" includes the Corporation's stock price and total shareholder return, whether expressed as an absolute or relative metric. For the avoidance of doubt, a financial reporting measure need not be presented in the Corporation's financial statements or included in a filing with the SEC.

"Incentive-Based Compensation" shall, for purposes of this Policy, include any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a financial reporting measure. For the avoidance of doubt, Incentive-Based Compensation does not include (i) base salary; (ii) "sign-on" bonuses or other compensation granted solely due to the commencement of employment with the Corporation; (iii) compensation based on completion of a specific period of employment or service; or (iv) compensation awarded based on subjective, non-financial, strategic or operational measures that are not financial reporting measures.

---

A “Recoupment Event” shall occur if the Corporation is required to prepare a Covered Restatement.

“Specified Individual” means, with respect to the Corporation, an “officer” of the Corporation as defined under Section 16a-1(f) of the Exchange Act, or a “Section 16 officer.”