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## DELTA REPORT

### 10-K

ATMUS FILTRATION TECHNOLO

10-K - DECEMBER 31, 2024 COMPARED TO 10-K - DECEMBER 31, 2023

The following comparison report has been automatically generated

**TOTAL DELTAS** 3585

█ **CHANGES** 285

█ **DELETIONS** 2404

█ **ADDITIONS** 896

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

Form 10-K

Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the fiscal year ended **December 31, 2023** **December 31, 2024** or  
 Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-41710



**Atmus Filtration Technologies Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

**88-1611079**

(State or other jurisdiction of  
incorporation or organization)

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

**26 Century Boulevard, Nashville, Tennessee 37214**

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (615) 514-7339

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value	ATMU	New York Stock Exchange

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

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

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

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).  Yes  No

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" 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). o Yes x No

As of **June 30, 2023** **June 30, 2024**, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of common stock held by non-affiliates of the registrant was **\$356.7 million** **\$2,399.1 million** (based on the closing price of **\$21.96** **\$28.78** as reported on the New York Stock Exchange as of that date).

As of **February 9, 2024** **January 31, 2025**, **83,309,210** **82,866,170** shares of the registrant's common stock, par value \$0.0001 per share, were outstanding.

#### Documents Incorporated by Reference

Part III of this Annual Report on Form 10-K incorporates information from certain portions of the registrant's definitive proxy statement relating to the registrant's **2024** **2025** annual meeting of shareholders, which will be filed with the Securities and Exchange Commission on Schedule 14A within 120 days after the fiscal year to which this report relates.

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#### PART I

## Item 1. Business

### Overview

Atmus is one of the global leaders of filtration products for on-highway commercial vehicles and off-highway agriculture, construction, mining and power generation vehicles and equipment. Atmus designs and manufactures advanced filtration products, principally under the Fleetguard brand, that enable lower emissions and provide superior asset protection. Atmus estimates that approximately 19% 14% of Atmus' net sales in 2023 2024 were generated through first-fit sales to original equipment manufacturers ("OEM's), where Atmus' products are installed as components for new vehicles and equipment, and approximately 81% 86% were generated in the aftermarket, where Atmus' products are installed as replacement or repair parts, leading to a strong recurring revenue base. Building on Atmus' more than 65-year history, Atmus continues to grow and differentiate itself through its global footprint, comprehensive offering of premium products, technology leadership and multi-channel path to market.

For the year ended December 31, 2023 December 31, 2024, Atmus generated \$1,628.1 million \$1,669.6 million in Net sales, \$171.3 million \$185.6 million in Net income and \$302.3 million \$329.5 million in Adjusted EBITDA. See "Management's Discussion and Analysis of Financial Condition and Results of Operations - Non-GAAP Measures" in this Annual Report on Form 10-K for a description of Adjusted EBITDA and a reconciliation of Adjusted EBITDA to Net income, the most directly comparable financial measure calculated in accordance with U.S. GAAP.



### Atmus' Business Strategy

The company has four pillars as part of its strategy to create value for customers and drive profitable growth. Below are each of the priorities and areas of focus related to each priority.

#### Grow share in first-fit in core markets

Atmus' organic first-fit growth opportunities are centered on four pillars:

- *Grow market share with leading OEMs:* Atmus benefits from deep relationships with leading OEMs. Atmus' technology innovations, global footprint and preferred brand position it well to grow along with the leading OEMs. As Atmus' OEM partners continue to grow in share and through consolidation of their respective markets, Atmus will partner with them to grow. This growth with OEMs in turn increases the installed base for its products, which drives recurring aftermarket revenue.
- *Support technology transitions with leading OEMs:* Atmus plans to further build on its relationship with OEMs as they transition to alternate fuel technologies, such as hydrogen-powered internal combustion engines, battery electric vehicles and fuel cell electric vehicles. Based on currently available technology and Atmus' assessment of products being developed, Atmus believes that, although battery-electric vehicles may have lower levels of filtration content than internal combustion engine vehicles, other technologies such as hydrogen-powered internal combustion engines or fuel cell electric vehicles may have similar levels of filtration content as internal combustion engine vehicles. Some of Atmus' current developments in the zero emissions space include hydrogen water separators, air filtration products,

coolants and deionizing water filters. Atmus currently has a number of alternative fuel development programs underway with its existing customer base in the zero emissions space. Atmus is well positioned for the broader transition of technology through its existing relationships with customers. OEMs.

- *Enhanced product content per vehicle:* Atmus has a focus on offering system modules and highly integrated solutions as customers and end-users seek improved filtration performance and quality, which it believes will result in increased first-fit content per vehicle. Atmus is also extending into smart filtration solutions, including embedded sensors, prediction algorithms and data analytics tools.
- *Accelerate new product development:* Atmus is accelerating its new product development cycle by continued investment in advanced system level testing capabilities, leveraging in-house 3D printing capabilities, utilizing powerful simulation tools and applying machine learning tools throughout its product development cycle.

#### Accelerate profitable growth in the aftermarket

Atmus estimates that aftermarket net sales represented approximately 81% of its total net sales in 2023, and has significant opportunity for further growth through these strategic initiatives:

- *Expand Atmus' product portfolio:* Offering a comprehensive product portfolio provides a 'one-stop shop' for Atmus' customers. Atmus offers a wide range of products to ensure product coverage and continues to release new products on a yearly basis. Atmus has launched approximately 300 new products annually, on average, over the last three years. Atmus has a team dedicated to tracking new filter releases and strategically selecting the type and quantity of products to launch each year to ensure optimal product coverage. Recent product launch focus has trended towards more targeted and focused product releases.
- *Use analytics to target and capture growth opportunities:* Atmus will continue to develop and enhance analytic tools, including using machine learning and artificial intelligence, to identify cross-sell or up-sell opportunities, and new or underserved customers, and precisely estimate the opportunity for additional sales of its Fleetguard-branded products. Atmus works directly with end-users or through its channel partners to define, track and measure opportunities and conversion rates.

- **Expand reach through multi-channel distribution:** It is important that Atmus can reach end-users no matter where they are, or how they choose to purchase Atmus products. Atmus continues to expand its presence with OEM dealers, independent distributors, service centers and retail outlets. distribution.
- **Invest in product technology advantage to enhance value and protect revenue:** Where Atmus is the first-fit, it increases customer retention on aftermarket opportunities by using advanced technologies and proprietary product designs that drive improved performance and create preference for its products. Where Atmus is not the first-fit, it continues to develop products that meet or exceed the first-fit product, supporting its brand position as premium quality and performance, and leading to high customer loyalty. revenue.

#### Transform Atmus' supply chain

Atmus is focused on transforming its supply chain to improve customer experience, which is expected to drive growth and reduce overall cost, leading to margin enhancement. Atmus' strategic initiatives have four pillars:

- **Drive services and availability:** Synchronize global planning across the network to focus on on-shelf availability.
- **Optimize network:** Invest in its physical footprint to provide superior availability while minimizing material and part movement.
- **Transform cost structure:** Optimize supplier management and spend and increase throughput across Atmus' network of plants and increase automation.
- **Invest in capabilities for the future:** Deploy robust processes across the organization from forecasting through customer orders to fulfillment, and invest in critical global systems infrastructure to provide best-in-class functionality.

#### Expand Atmus' technology and diversify its distribution channels beyond its core markets into Industrial Filtration Markets

Atmus is focused on building Build sustainable growth by expanding and diversifying into the industrial filtration market, which includes machinery and equipment, oil and gas, pharmaceuticals, food and beverage and metals and mining. Atmus believes it can leverage its market.

- Leverage global footprint and existing technical capabilities including its proprietary filtration media technology, into these markets to open new opportunities for growth. Atmus anticipates achieving this by expanding its focus to include non-engine products that it can sell to its current and new customers within its existing markets by utilizing its global footprint. Atmus is working on developing
- Develop capabilities, whether organically or through acquisitions or strategic partnerships, to enter new markets with long-term growth prospects which will further diversify its revenue base. To the extent that Atmus considers acquisitions, it will apply a disciplined financial framework in assessing these opportunities. prospects.

#### Atmus' Global Footprint

Atmus serves end-users globally, with approximately 49% of its Net sales in 2023 from outside of the United States and Canada. Atmus believes that it, together with its joint ventures in China and India, has a leading position in its core markets, based on Net sales in 2023. Atmus maintains strong global customer relationships, supported by an established salesforce with work locations in over 25 countries as of December 31, 2023. Also, as of December 31, 2023, Atmus operates through 11 distribution centers, 10 manufacturing facilities and five technical facilities plus 10 manufacturing facilities and two technical facilities operated by its joint ventures, giving Atmus presence on six continents.

#### Atmus' Premium Products

Atmus offers a full spectrum of filtration solutions that enable lower emissions and provide superior asset protection. Atmus' filtration products provide comprehensive and differentiated solutions, which allow its end-users to extend service intervals, reduce maintenance costs and increase uptime. Atmus' products include fuel filters, lube filters, air filters, crankcase ventilation, hydraulic filters and coolants and other chemicals. Atmus' broad range of products in each of its core markets enables one-stop shopping, which Atmus believes is a key competitive advantage.



#### Atmus' Markets

Atmus believes the filtration product market is large and attractive, with estimated total product sales of approximately \$80 billion in 2022, of which Atmus believes the total engine products market — consisting of its core markets and the passenger car market — was approximately \$32 billion. Within the total engine products market, Atmus estimates that its core markets had a total addressable market of approximately \$14 billion in 2022, having grown by approximately 4% compounded annual growth rate ("CAGR") over the last five-year period ending in 2022. Atmus estimates that the passenger car market, which it does not currently and does not expect in the future to focus on, had a total

addressable market of approximately \$18 billion in 2022. The balance of the filtration product market is made up of industrial filtration markets, which Atmus estimates had a total addressable market of approximately \$48 billion in 2022. Atmus' strategy includes a focus on expanding into industrial filtration markets in the future; these markets have grown by approximately 7% CAGR over the five-year period ending 2022. We believe that inflation was a significant contributor to market growth during the five-year period ending 2022. Looking ahead, excluding inflationary impact, Atmus expects the industrial filtration markets to grow by approximately 4.5% CAGR and its core markets by approximately 2% CAGR, in each case through the five-year period ending in 2027.

The engine filtration market is impacted by the following key drivers and trends:

- **Growth in freight volumes (on-highway) and industrial activity (off-highway):** Atmus believes broader economic growth is a strong indicator for its business. The U.S. Bureau of Transportation Statistics' Freight Analysis Framework forecasted (as of November 2023) that between 2023 and 2050 U.S. freight volume will increase by approximately 50%, and expected that trucks will remain the predominant freight carrier in the near future. Off-highway activity is correlated with the overall construction industry. Dodge Construction Network predicted (as of November 2023) that the overall U.S. construction industry will rise 7% in 2024 after growth slowed to just 1% in 2023. It is expected that the first half of 2024 will see slower growth compared to the second half of the year. The Construction Industry Databook expects (as of October 2023) U.S. construction output to grow at 5.3% CAGR from 2023 to 2027.
- **Growth in emerging markets:** Global growth in core markets is being driven by macro-economic expansion, including the build-out of infrastructure. Asian markets, including India, are currently positioned for high growth. According to the International Monetary Fund (IMF), from 2018 to 2023, gross domestic product in India has grown at a compounded annual growth rate of 4.0%. The growth in India is primarily driven by the increasing demand for transportation as well as emission regulations. The growth in China was depressed in 2022 due to the COVID-19 response and remained constrained in 2023 due to declining economic conditions. China had experienced high growth in the prior years and Atmus expects a partial recovery over the next few years. Gross domestic product in China has grown at a compounded annual growth rate of 4.9% from 2018 to 2023 according to the IMF.
- **More stringent emissions standards:** Atmus' core markets will need to comply with more stringent regulatory standards on emissions driving the requirement for higher quality, increased content and higher priced filtration systems.
- **Technology transition:** There is broad based recognition that GHG emissions are driving climate change. Increasingly, Atmus' customers, governments, and investors are making commitments to reduce their GHG emissions, including pledges to achieve net zero GHG emissions by 2050. While the pace of adoption will vary by region, Atmus' core markets may be impacted by technology transitions, including transition to battery-electric vehicles, fuel cell electric vehicles and alternate power sources.

#### Atmus' Competitive Strengths

##### **Technology leadership and deep industry knowledge enable Atmus to deliver better customer solutions**

Atmus combines a culture of innovation with deep-seated experience in its industry to deliver superior filtration solutions for its customers. Atmus' technical team develops a range of filtration technologies, including filtration media, filter element formation, filtration systems integration and service-related solutions such as remote digital diagnostic and prognostic platforms and analytics. Atmus' technical team of approximately 350 engineers, scientists and technical specialists are located in five technical centers around the world, with approximately 25% holding advanced technical degrees. Atmus' team draws on a more than 65-year history focused on

filtration and media technologies. Atmus has a broad IP portfolio with over 1,275 1,200 worldwide active or

pending patents and patent applications and over 600 worldwide trademark registrations and applications as of December 31, 2023 December 31, 2024.

Atmus has leveraged this expertise not only to develop its cutting-edge filters, filter systems and filtration media but also to manufacture a large portion of its proprietary filtration media. This allows Atmus to move swiftly from development to application of filtration technologies that protect and enhance the operation of its customer's equipment and machines. StrataPore, NanoNet, NanoForce, NanoNet Plus and most recently, NanoNet Plus N3 product families have enabled engines and equipment to meet continually changing emissions and performance requirements.

Atmus' technical team works closely with Atmus' customers to develop and apply filtration technologies that help them improve their operations. For example, Atmus helped a key customer and partner in China to be one of the first to extend maintenance intervals on both lube and fuel filtration systems from 20,000 kilometers to 100,000 kilometers. Additionally, Atmus' NanoNet Plus fuel filtration and fluid control systems have delivered fuel system component protection meeting stringent European and North American requirements while still providing enhanced service intervals, and Atmus' eRCV product families continue to offer crankcase emissions performance control across European, North American, and China-based customers. Atmus' technology allows it to deliver performance-enabling and customized filtration solutions for its end-users, which creates long-lasting partnerships with its customers.

#### **Iconic Fleetguard brand with premium products**

Atmus believes that Fleetguard is a premium, leading brand that is strongly associated with reliability and strong performance. Atmus offers a full suite of Fleetguard-branded filtration products. With its broad line of high-quality filtration products, Atmus' Fleetguard brand provides filters for nearly all makes of vehicles and equipment in its core markets,

which further enhances Atmus' availability, visibility and brand recognition. Atmus' Fleetguard brand is further supported by a competitive warranty that gives Atmus' customers and end-users high confidence in the performance and durability of its products.

#### **Partnering with leading OEMs**

Atmus has a strong history as a supplier to leading OEMs, including Cummins, Daimler, Deere, Doosan, Foton, Komatsu, Paccar/DAF, the Traton Group, (Navistar/Scania/MAN), Stellantis and Volvo. Atmus sells both first-fit and aftermarket products to these customers and has been selling to each of them for at least 10 years. These customers in the aggregate accounted for approximately **67%** **68%** of Atmus' net sales in **2023** **2024** and have consistently accounted for more than 67% of Atmus' net sales in each of the last five years. Atmus has written agreements with most of its key customers that specify certain purchase parameters, but do not obligate them to specific volumes. Atmus invests in its relationships and utilizes its technical strengths to win first-fit business with these OEMs, which drives Atmus' installed base, yielding strong recurring revenue streams in the aftermarket. The OEMs also provide Atmus with early insight into technological developments and evolving product requirements within the broader engine and industrial application industry, allowing Atmus to be well positioned as the world shifts towards more complex modular filtration systems and filtration for other power sources.

Cummins is Atmus' largest customer and accounted for approximately **17.4%** **17.6%** of Atmus' net sales in **2023** **2024**. This relationship is defined by the first-fit supply agreement and the aftermarket supply agreement. These supply agreements will help give Atmus visibility and stability to its future sales within the terms of the agreements. In addition, for 65 years prior to the Separation, Atmus' sales and technical teams have been embedded with Cummins, allowing Atmus to have a deep understanding of their needs, which enables Atmus to deliver high-quality, high-performance products that deliver value to Cummins. Atmus partners with Cummins in all regions to win end-user accounts in the aftermarket and create a preference for the Fleetguard brand.

#### **Multi-channel path to diverse global markets**

Atmus' global presence provides a diverse and stable customer base across truck, bus, agriculture, construction, mining and power generation vehicles and equipment markets. Atmus' current core markets are on-highway and off-highway, representing approximately 60% and 40% of Atmus' net sales in **2023**, **2024**, respectively.

Atmus estimates that approximately **81%** **86%** of Atmus' net sales in **2023** **2024** were generated in the aftermarket.

To drive these net sales, Atmus has developed a multi-channel path to global markets that ensures broad product availability and provides end-users with choice and flexibility in purchasing. Atmus distributes its products through a broad range of OEM dealers, independent distributors, and retail outlets, including truck stops.

The dealers of the OEMs are typically the channel preferred by customers in many markets. Atmus' close relationships with the OEMs and strong first-fit installed base position Atmus well with the OEM dealer network and large fleet customers. For example, the dealers of four of the largest North America on-highway OEMs carry a significant range of Atmus' products at their dealerships.

In addition, Cummins distributors, independent distributors and retailers enable Atmus to reach a broader end-user market and create additional points of sale or service. Atmus also works directly with major customers of its channel partners (such as large fleets or mining companies), across its end markets, to create strong brand preference, which, in turn, leads to strong demand for its products and generates recurring revenue. Atmus continues to increase geographic coverage within regions to better serve its customers by investing in distribution expansion.

Atmus typically ships directly from its 11 distribution centers (as of **December 31, 2023** **December 31, 2024**) worldwide to its channel partners, which provides direct connection and detailed understanding of Atmus' customer and end-user base. Atmus' comprehensive distribution and market coverage are vital to maintaining its broad reach, global presence and brand recognition.



#### **Comprehensive aftermarket coverage and large installed base**

Atmus has a large installed base driven by first-fit relationships with leading OEMs, leading to long product life cycles and a strong stable revenue base. In the last few years Atmus' business strategy has put increased focus on releasing first-fit OEM parts, which Atmus believes will increase aftermarket retention. Atmus' large installed base protects against cyclical in truck sales and creates a long tail of revenue due to the long lifespans of commercial vehicles and equipment, together with the extensive aftermarket service they require throughout their useful lives. For example, the LF670 filter was first installed on trucks in the 1970s and continues to generate an aftermarket revenue stream approximately 50 years post launch. Aftermarket product sales tend to have a higher profit margin, relative to first-fit systems, driving higher operational cash flow and stability throughout the business cycle.

Atmus' end-user relationships provide critical market intelligence that help drive up-sell and cross-sell opportunities, while providing Atmus direct visibility to market opportunities. Additionally, these end-user relationships enable Atmus to accelerate the launch of a broad range of products where it is not the first-fit.

#### **Scalable global manufacturing operations**

Atmus maintains a global manufacturing footprint with highly capable manufacturing facilities in six continents. As of December 31, 2023, Atmus had 10 manufacturing sites for Atmus, and 10 for its joint ventures, allowing it to maintain proximity with its customers and global scale. All of Atmus' manufacturing facilities that are currently in production have obtained either ISO 9001 or ISO/TS 16949 quality management certifications. Additionally, Atmus' global warehousing footprint enhances this proximity with 11 distribution centers (as of December 31, 2023) strategically located around the world.

Atmus' significant volumes allow Atmus to take advantage of economies of scale. Atmus has invested strategically in automation and optimization of core filtration manufacturing processes to deliver cost efficiencies.

#### **Attractive margins and strong operating cash flow generation**

Atmus' business benefits from attractive margins and a track record of strong cash flow generation. Atmus' high percentage of recurring revenue, relative to other industrial businesses, helps mitigate market cyclicalities and revenue volatility. Atmus realized a net income margin of 10.5% and an Adjusted EBITDA margin of 18.6% in 2023. Atmus' business is resilient, which is evidenced by the fact that, despite the changes in economic conditions due to the COVID-19 pandemic, Atmus' net sales rebounded with a 16.7% increase in 2021 (as compared to 2020), increased by 8.6% in 2022 (as compared to 2021) and increased by 4.2% in 2023 (as compared to 2022). Atmus generates strong operating cash flow from operations with high cash flow conversion, delivering \$564.6 million from 2021 through 2023.

#### **Experienced leadership team with a proven track record of driving growth**

Atmus is led by an energized and experienced senior leadership team with extensive industry experience with Cummins and other leading industrial companies. Atmus' strategic vision and culture are directed by its executive leadership team under the leadership of its Chief Executive Officer and President, Stephanie J. Disher, its Senior Vice President, Chief Financial Officer and Chief Accounting Officer, Jack M. Kienzler, its Senior Vice President and Chief People Officer, Renee M. Swan, its Chief Legal Officer, Toni Y. Hickey and its Senior Vice President Engine Products, and President, Power Solutions, Charles E. Masters. Stephanie J. Disher joined Cummins in 2013 and has over 20 years of experience in leadership positions, including international assignments in Australia, Asia, and the United States. Most recently, Stephanie J. Disher served as Vice President, of Cummins and President, Cummins Filtration where she has demonstrated a continued track record of strong business performance, innovation and operational excellence. Jack M. Kienzler joined Cummins in 2014 and has over 14 years of finance experience. He most recently served as the Executive Director of Investor Relations at Cummins, having formerly led the Corporate Development team. Renee M. Swan joined Atmus in August 2023 and has over 20 years of experience in human resources and talent management. Toni Y. Hickey joined Cummins in 2012 and has over 24 years of experience as an intellectual property lawyer. Charles E. Masters joined Cummins in 2003 and has over 20 years of experience in global sales and operational leadership roles within Cummins. Atmus' leadership team has the ability to develop and execute its strategic vision and aims to create long-term shareholder value. Atmus benefits from its team's industry knowledge and track record of successful product innovation and financial performance. Additionally, members of Atmus' senior leadership team have strong experience executing and integrating acquisitions and strategic partnerships to drive accelerated growth and improved profitability.

#### **History**

Atmus' business was founded in 1958, beginning with a single filter production line developed by Cummins Engine Company in Seymour, Indiana to meet the high performance requirements of Cummins diesel engines. As early as 1963, Cummins initiated the Fleetguard brand, which is a well-recognized brand in Atmus' core markets. In 1987, the India Fleetguard joint venture was established and in 1994 a joint venture in China was formed as Cummins continued to enter emerging markets. In 2006, Atmus' wholly owned subsidiary China Filtration was established, and in 2010, the Korea media facility was opened. In 2016, an India technology facility was opened and Atmus moved to a new corporate headquarters in Nashville.

#### **Supply**

The performance of the end-to-end supply chain, extending through to Atmus' suppliers, is foundational to its ability to meet customers' expectations and support long-term growth. Atmus is committed to having a robust strategy for how it selects and manages its suppliers to enable a market focused supply chain. This requires Atmus to continuously evaluate and upgrade its supply base, as necessary, as Atmus strives to ensure it is meeting the needs of its customers.

Atmus uses a combination of proactive and reactive methodologies to enhance its understanding of supply base risks, which guide its development of risk monitoring and sourcing strategies. Atmus' category sourcing strategy process (a process designed to create the most value for the company) supports the review of its long-term needs and guides decisions on what it makes internally and what it purchases externally. For the items Atmus decides to purchase externally, the strategies also identify the suppliers it should partner with long-term to provide the best technology, the lowest total cost and highest supply chain performance. Key suppliers are

managed through long-term supply agreements that secure capacity, delivery, quality and ensure cost requirements are met over an extended period.

Other important elements of Atmus' sourcing strategy include:

- selecting and managing suppliers to comply with its Supplier Code of Conduct; and

- assuring its suppliers comply with its prohibited and restricted materials policy.

Atmus monitors supply chain disruptions and conducts structured supplier risk and resiliency assessments. Atmus increased the frequency of its formal and informal supplier engagement to address potentially impactful supply base constraints and enhanced collaboration to develop specific countermeasures to mitigate risks. Atmus' global team, located in different regions of the world, uses various approaches to identify and resolve threats to supply continuity.

Supply chain disruptions can impact Atmus' business as well as its suppliers and customers, resulting in longer lead times in some areas of its business. Orders are typically issued as rolling releases with a specific lead time. When these orders are on backlog, they are often subject to cancellation on reasonable notice without cancellation charges, and therefore are not considered firm. Atmus is working closely with its customers to meet demand and work through backlogs as efficiently as possible.

#### **Materials**

The principal materials that Atmus uses directly in manufacturing its products are steel, filter media and petrochemical-based products, including plastic, rubber and adhesives products. Atmus expects these materials to be available from numerous sources in quantities sufficient to meet our requirements. In 2023, 2024, material costs represented approximately 57% 61% of Atmus' cost of sales, compared to 61% 57% of Atmus' cost of sales in 2022 2023.

#### **Customer Concentration**

Atmus has thousands of customers around the world and has developed long-standing business relationships with many of them. Cummins is Atmus' largest customer, accounting for approximately 17% 17.6% of Atmus' net sales in 2024, 17.4% in 2023 and 19% 19.3% in 2022, and 2021, respectively. In connection with the Separation, Atmus entered into a first-fit supply agreement and an aftermarket supply agreement with Cummins for Atmus' first-fit and aftermarket products. These agreements provide for continuation of Atmus' supply to Cummins for all of its first-fit applications that Atmus currently supports, commitment to first-fit supply for certain upcoming product launches, and continued supply to Cummins of its full line of aftermarket filtration needs. It does not commit a specific volume of filters or related products. The loss of this customer or a significant decline in the production level of Cummins engines that use Atmus' filters would have an adverse effect on Atmus' business, financial condition, results of operations or cash flows.

In addition to the agreement Atmus entered into with Cummins, Atmus has long-term agreements with many of its largest customers. Collectively, Atmus' net sales from its next four top customers, other than Cummins, was approximately 39% 40% of Atmus' net sales in 2023, 2024 and approximately 39% in 2023 and 2022, and 37% in 2021, respectively. Excluding Cummins, two other customers, PACCAR and the Traton Group, accounted for more than 10% of Atmus' net sales in 2023, 2024. Atmus' customer agreements typically contain standard purchase and sale agreement terms covering filter pricing, quality and delivery commitments, as well as engineering product support obligations. The basic nature of Atmus' agreements with OEM customers is that they are long-term price and operations agreements that provide for the availability of Atmus' products to each customer through the duration of the respective agreements. Where Atmus has such agreements in place, its customers typically place purchase orders with it pursuant to these agreements. Agreements with most OEMs contain bilateral termination provisions giving either party the right to terminate in the event of a material breach, change of control or insolvency or bankruptcy of the other party.

#### **Intellectual Property**

Atmus owns or controls a broad range of intellectual property rights, including a significant number of patents, trademarks, copyrights, trade secrets and other forms of intellectual property rights in the United States and foreign countries. Atmus has a broad IP portfolio with over 1,275 1,200 worldwide active or pending patents and patent applications and over 600 650 worldwide trademark registrations and applications as of December 31, 2023 December 31, 2024, which were granted and registered over a period of years. Atmus' leading brand house trademark is Fleetguard.

Atmus protects its innovations that arise from research and development through patent filings, as well as through trade secrets. Although these patents, trademarks and trade secrets are generally considered beneficial

to Atmus' operations, Atmus does not believe any patent, group of patents, trademark or trade secret is solely responsible for protecting its products.

#### **Research, Development and Development Engineering**

In 2023, 2024, Atmus continued to invest in future critical technologies and products. Atmus will continue to make investments to develop new technologies and improve its current products to meet increasing and changing emissions and engine performance requirements globally for diesel and hydrocarbon-powered equipment. In addition to building on its core technologies, Atmus is making investments in filtration and separation technologies required and used by electric powered vehicles, hydrogen production and other industrial systems.

Atmus' research, development and development engineering programs are focused on product improvements, product extensions, innovations and cost reductions for its customers. Research, development and development engineering expenditures include salaries, contractor fees, building costs, utilities, testing, technical IT, administrative expenses and allocation of corporate costs and are expensed when incurred. Research, development and development engineering expenses were \$42.3 million \$40.6 million, \$38.5 million \$42.5 million, and \$41.6 million \$38.6 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively.

#### **Seasonality**

While Many of the Company's end markets are generally stronger in the first half of the Company's fiscal year. In addition, the second half of the fiscal year contains more holiday periods, which typically includes more customer closures. Also, individual product lines may experience modest seasonal variation in production, there is no this does not, however, have material effect impact on the demand for the majority of Atmus' products on a quarterly basis.basis.

### Competition

Atmus is a leading global participant in the filtration engine products markets. Atmus' products include fuel filters, lube filters, air filters, crankcase ventilation, hydraulic filters and coolants and other chemicals. Key global participants in this market include MANN+HUMMEL, Donaldson, Parker and MAHLE. The rest of the market is highly fragmented and occupied by various specialized and regional players. Most of the large global players serve both first-fit and aftermarket channels, while smaller, regional players tend to focus on the aftermarket. The filtration market offers a unique multi-channel path to market, and diversification across first-fit, OEM service and aftermarket. The recurring revenue model and mission-critical role of filters drive consistent demand across regions and end markets.

Principal methods of competition in the filtration markets are product quality and performance, price, geographic and application coverage, availability, customer service, ease of doing business and brand reputation. Atmus believes it is a market leader within many of its product lines, including filters in Atmus' on-highway and off-highway markets, and that its success in the market is due to its technology, its iconic Fleetguard brand, its global footprint, strong customer relationships and the talent within its organization.

### Human Capital Resources

As of December 31, 2023 December 31, 2024, Atmus employed approximately 4,500 persons worldwide. As of December 31, 2023 December 31, 2024, approximately 53% of Atmus' employees worldwide were represented by various unions under collective bargaining agreements. Among these collective bargaining agreements, those for the employees in Mexico, Brazil and France are renewed annually after compensation negotiations, while the collective bargaining agreement for the Cookeville, Tennessee plant typically has a four- to five-year term. The Collective bargaining for Brazil Annual Profit Sharing will take place on February 19, 2025. Annual term collective bargaining agreement for Brazil is in place and active and the compensation negotiations for a new annual term on the collective bargaining agreements for Mexico and France were recently concluded.successfully completed. These collective bargaining agreements have terms that will expire between December 2024 2025 and February 2025. The collective bargaining agreement for 2026. Contract negotiations at the Cookeville, Tennessee plant is expiring took place in February of 2024 resulting in a new four year contract that will expire at the end of its four year term on February 29, 2024 and negotiations for its renewal started in January 2024February 29, 2028.

Throughout Atmus' more than 65-year history, Atmus has always recognized that people are the strength of its business and drive its ability to effectively serve its customers and sustain its competitive position. Atmus believes that the composition of its workforce gives it advantages relating to cost and capability when compared to its peers. The global COVID-19 pandemic redefined the way Atmus has traditionally worked and created both new expectations by employees, as well as new ways to work flexibly and seamlessly on a global basis. Atmus

is embracing these opportunities as Atmus simplifies its organizational structures and processes, further

empowers managers and employees to make decisions and generate positive results, increases employee communication and interaction with senior leadership and enhances a work environment that is inclusive, transparent, agile and team-oriented.

### Purpose and Core Values

Atmus is a purpose-driven company. Atmus' purpose is 'Creating a better future by protecting what is important.' Atmus creates and innovates every day. With a forward focus, Atmus never sits still. Atmus realizes the world is bigger than it, and it aspires for a better future for shared humanity. Atmus' products protect its customers, their equipment and their livelihoods. Atmus protects what's What is important to its people, the planet, and its customers.

Atmus' culture is shaped by its core values:

- **Build Trust** in every relationship every day.
- **Have Courage** to speak up, take action and shape the future.
- **Be Inclusive** by embracing differences and building a community where everyone feels valued.
- **Show Caring** by engaging with kindness and consideration for the wellbeing of others.

### Leadership and Talent Management

The capability of Atmus' people and their ability to work effectively in agile teams is a primary enabler of Atmus' success. Atmus strives to create a leadership culture that is authentic, transparent and approachable. By minimizing organizational layers, simplifying its organizational structure and process, Atmus empowers its employees to have an increased impact on its results. Atmus' leaders are tasked with providing their employees with the support, development and encouragement needed to be successful. Further, Atmus' leaders connect Atmus' people and their work to Atmus' purpose, values, brand promise and strategies. Atmus will continue to invest in leadership development. Atmus will

maintain the emphasis that the primary role of leaders at all levels is to focus on people development, supporting the unique needs of each employee in reaching their greatest positive impact at work, in the community and at home.

Atmus' talent management approach seeks to develop the skills and capabilities of a diverse, global workforce and utilize Atmus' talent to deliver excellent results. Atmus advances and invests in its people based on strong performance, demonstration of core values in how work is accomplished and the individual motivation to have a larger impact on organization results.

#### **Competitive Pay and Benefits**

To attract and retain the best employees, Atmus maintains a positive work environment that is grounded in its core values, a leadership culture that supports the development of its people and competitive pay and benefits.

When designing its base pay compensation ranges, Atmus completes market analyses to maintain pay ranges that are current and related to the work it performs. Atmus also completes annual compensation studies to assess market movement for key skills as well as internal pay equity. Atmus incorporates living wage assessment into its annual compensation reviews to ensure that current and new hires are not below this threshold. Collectively, Atmus' global wage assessments seek to ensure Atmus is fair, equitable and competitive in its ability to attract and retain the best talent. Everywhere possible, individual performance is the primary path for Atmus' employees to advance their earning potential. In addition, all employees also participate in annual variable compensation plans that encourage collaboration in the achievement of overall business results.

Atmus' benefit programs are aligned with Atmus' values, target market competitiveness including health insurance, retirement plans and offer flexibility to meet individual needs. Medical wellness programs. The U.S. medical benefits include a tiered health care costs that are cost-sharing structure based on salary. This is in place to make healthcare more affordable for lower income employees and helps to junior employees. Also included in Atmus' offerings are employee assistance programs, vacation time, retirement attract and savings plans and a variety of paid and unpaid time-off options that seek to address personal needs and important life-events retain talent across the organization..

#### **Employee Safety and Wellness**

Atmus has a health, safety and environment commitment to protect what is important - its people, the planet and its customers. Every day, Atmus is committed to continually improve the health and safety of its work environment, taking action to achieve its goal that nobody gets hurt.

In pursuit of this goal, Atmus embraces a positive safety culture that encourages its employees to recognize potentially unsafe situations, report concerns and work together to remove potential hazards from the work environment before incidents occur. Additionally, Atmus' Global Health and Safety Policy sets the standard for Atmus' facilities based on best practices that often exceed regulatory requirements. Atmus manages its sites using the International Standards for Health, Safety and Environment to create a strong framework for risk reduction and continual improvement, with certification to ISO45001 and ISO14001.

Atmus encourages its leaders to promote safety through strategic planning, enforcement and accountability, fostering the right environment, and influencing employees and other stakeholders. Atmus encourages its employees to promote safety through personal accountability, managing risk, and adopting positive behaviors. By employing these safety guidelines, Atmus seeks to achieve its goal of zero serious injury fatalities caused by machinery safety hazards due to the lack of or failure of safety control measures.

Where Atmus identifies a risk, it ensures that improvement actions are shared across the organization to promote a learning-oriented culture where Atmus' employees are empowered to make their work environment safer and better. Using leading indicators of performance, Atmus recognizes the contribution of individuals and teams to reinforce safe work behaviors in the workplace, homes and communities.

#### **Diversity Inclusion and Inclusion Diversity**

Diversity Inclusion and diversityand inclusion at all levels of Atmus are critical to its ability to innovate, win in the marketplace and create sustainable success. Having diverse inclusive and inclusive diverse workplaces allows Atmus to attract and retain the best employees to deliver results for its shareholders. Building on a long history that has emphasized diversity inclusion and inclusion, diversity, Atmus will continue to seek opportunities and invest in processes that attract, develop and retain diverse talent, globally. Atmus will measure outcomes and ensure that all employees can benefit from being a part of Atmus. This starts by assuring ensuring that the leadership of Atmus is diverse. At this time, five three out of Atmus' 11 seven directors are female, including its Chief Executive Officer, and four two out of its 11 seven directors are ethnically diverse. In addition, 44% 38% of Atmus' executive team is female, including its Chief Executive Officer, and 22% 13% is ethnically diverse.

#### **Environmental Sustainability**

Atmus is committed to 'Creating a better future by protecting what is important.' Atmus believes environmental sustainability is central to what it does and it is dedicated to serving as an environmental steward to proactively enable a cleaner and more sustainable world for its employees, its customers and its communities.

Sustainability is a continuous journey. As part of its journey, Atmus has embedded environmental initiatives across Atmus through its policies and procedures. Atmus establishes annual goals that focus on protecting employees while continuously reducing environmental impacts through pollution prevention, energy efficiency improvements and conservation, and water minimization.

From Atmus' product portfolio choices to its production development processes, Atmus' focus is on enabling a cleaner and more sustainable world. For Atmus' customers and end-users, Atmus continues to deliver technology solutions that enable the adoption of cleaner and more efficient energy sources in their operations. Further, Atmus' approach to product design enables customers and end-users to extend service intervals thereby reducing resource consumption and GHG emissions. In Atmus' product development processes, Atmus' intent is to select design and production strategies that enable energy conservation. This includes initiatives to reduce raw material and energy consumption, such as the selection of recycled materials in Atmus' media and the use of specialized media in some of Atmus' products to eliminate the need for curing ovens.

Atmus' operations and facility management programs consistently look for opportunities to reduce Atmus' impact. Atmus also voluntarily executes global environmental sustainability initiatives, including:

- Implementing green energy alternatives, including installing solar panels at its San Luis Potosi, Mexico plant and other manufacturing sites.
- Monitoring water consumption at its sites, setting reduction goals, and implementing water sustainability alternatives, including a rainwater harvest program for its desert garden at its San Luis Potosi plant to reduce water use.
- Implementing energy efficiency improvements at its facilities, including boilers in its Cookeville, TN plant, energy efficient air handling upgrades to its plant in Neillsville, WI and the installation of high efficiency LED lighting throughout Atmus' site in Kilsyth, Australia.

During 2023, Atmus formally engaged its stakeholders, with the assistance of a third-party sustainability consultant, and completed a double materiality assessment. This assessment is a rigorous, industry-aligned process designed to evaluate and prioritize Environmental, Social and Governance topics based on stakeholders' own goals and objectives both in terms of its implications for the company's financial value, as well as the company's impact on the world at large. Atmus is reviewing and considering these results as Atmus further refines its sustainability goals and targets.

#### **Joint Ventures**

Atmus has entered into three joint ventures with business partners, two in India, and one in China. Atmus' joint ventures operate either manufacturing facilities or manufacturing and technology centers.

Atmus' manufacturing joint ventures are primarily intended to allow Atmus to increase its market penetration in geographic regions, reduce capital spending, streamline its supply chain management and develop technologies. Atmus' largest manufacturing joint ventures are based in China and India, and are included in the list below. The results and investments in Atmus' joint ventures in which Atmus has 50% or less ownership interest that are discussed below are not consolidated in its financial results and are instead included in "Equity, royalty and interest income from investees" and "Investments and advances related to equity method investees" in its Consolidated Statements of Net Income and Consolidated Balance Sheets, respectively.

- **Fleetguard Filters Private Ltd. (FFPL)** is a joint venture with its partner, Perfect Sealing Systems Private Ltd., that manufactures and sells industrial filters and coolant for commercial vehicles and generators and operates seven manufacturing facilities throughout India. Atmus directly held 49.491% of the economic interest and 50% of the voting interest during the three-year period ended December 31, 2023.

We previously disclosed that the transactions to implement our initial public offering, the separation and the splitoff would constitute a change in control under the governing documents of FFPL, resulting in the loss of rights to board representation which would effectively result in the loss of the ability to prevent certain significant actions and could result in a reduction or elimination of dividends. Subsequent to the initial public offering, based on mutual commercial agreement between the parties, FFPL and the joint venture partners have amended the FFPL Articles of Association to, among other matters, eliminate the change in control provision and revise certain economic provisions.

- **Filtrum Fibretechnologies Pvt. Ltd. (Filtrum)** is a joint venture with its joint venture partner, FFPL, and four other individuals (who collectively hold an approximate 25% interest), that manufactures filter media for automotive and industrial applications, and is located in Pune, India. Atmus held a 49.75% economic interest (25% directly and 24.75% indirectly through its proportionate ownership of FFPL's 50% ownership interest) during the three-year period ended December 31, 2023.
- **Shanghai Fleetguard Filter Co, Ltd. (SFG)** is a joint venture with its partner, Dongfeng Electronic Technology Co. Ltd., that manufactures and distributes various filter and filter spare parts and operates three manufacturing facilities throughout China. Atmus held a 50% indirect ownership share during the three-year period ended December 31, 2023.

Atmus' joint venture facilities are as follows:

#### **Manufacturing**

**China:** Wuhan (206,000 square feet), owned

**China:** Shiyan (47,000 square feet), owned

**India:** Dharwad (157,000 square feet), owned

**India:** Hosur (90,000 square feet), owned

**India:** Jamshedpur (26,500 square feet), owned, (21,000 square feet), leased

**India:** Sitarganj (87,500 square feet), owned

**India:** Loni (173,000 square feet), leased

**India:** Wadki (63,000 square feet), leased

#### **Manufacturing and technology**

**China:** Shanghai (148,000 square feet), leased

**India:** Nandur (97,000 square feet), owned, (33,000 square feet), leased

Financial information about Atmus' investments in joint ventures and alliances is incorporated by reference from Note 5, *Investments in Equity Investees*, to Atmus' historical consolidated financial statements.

Atmus will continue to evaluate joint venture and partnership opportunities in order to penetrate new markets, develop new products and generate manufacturing and operational efficiencies.

#### **Regulatory Matters**

Atmus faces extensive government regulation both within and outside the United States relating to the development, manufacture, marketing, sale and distribution of its products, including regulations relating to data privacy, trade compliance, anti-corruption and anti-bribery. These are not the only regulations with which Atmus must comply. For a description of risks related to the regulations that Atmus is subject to, please refer to the section entitled "Risks Related to Government Regulation."

#### **Legal Proceedings**

Atmus is, from time to time, subject to a variety of litigation and other legal and regulatory proceedings and claims incidental to Atmus. Please refer to Note 14, *Commitments and Contingencies*, to the consolidated financial statements appearing elsewhere in this Annual Report on Form 10-K for more information.

#### **Available Information**

The Company makes its annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements and other information, including amendments to those reports, available free of charge through its website at [investors.atmus.com](http://investors.atmus.com), as soon as reasonably practicable after it electronically files such material with, or furnishes such material to, the Securities and Exchange Commission (SEC). These filings are available on the SEC's website at [www.sec.gov](http://www.sec.gov).

## **MANAGEMENT OF ATMUS**

#### **Executive Officers**

The following table sets forth information, as of **February 14, 2024** **February 21, 2025**, regarding the individuals who serve as Atmus' executive officers, followed by a biography of each executive officer.

Name	Age	Position
Stephanie J. Disher	48	Chief Executive Officer and President
Jack M. Kienzler	38	Senior Vice President, Chief Financial Officer and Chief Accounting Officer
Renee M. Swan	43	Senior Vice President and Chief People Officer
Charles E. Masters	52	Senior Vice President Engine Products
Toni Y. Hickey	50	Chief Legal Officer and Corporate Secretary, Power Solutions

**Stephanie J. Disher** currently serves as Atmus' Chief Executive Officer. Ms. Disher previously served as Vice President, of Cummins Filtration Inc. and President, Cummins Filtration. Prior to that role, Ms. Disher served in various leadership roles since joining Cummins in 2013, including as Operations Director and Managing Director for Cummins in the South Pacific region. Ms. Disher holds a bachelor's degree in Commerce from the University of Western Sydney and a Master of Business Administration from the University of Melbourne.

**Jack M. Kienzler** currently serves as Atmus' Senior Vice President, Chief Financial Officer and Chief Accounting Officer. Mr. Kienzler previously oversaw the financial activities of Cummins Filtration Inc. as its Chief Financial Officer. Mr. Kienzler served in various leadership roles since joining Cummins in 2014. Mr. Kienzler holds a Bachelor of Science in Finance and Accounting from Indiana University and a Master of Business Administration from the Indiana University Kelley School of Business.

**Renee M. Swan** currently serves as Atmus' Senior Vice President and Chief People Officer. Ms. Swan previously served as Vice President of Human Resources for the communication systems segment of L3Harris Technologies, Inc. Ms. Swan has over two decades of experience in human resources disciplines, having spent time with Kennametal, Honeywell International, and Eaton Corporation in progressive human resources responsibilities. Ms. Swan has a Master of Professional Studies in Human Resource Management from Cornell University, a Master of Business Administration degree from Point Park University and a Bachelor's in Communications from the University of Pittsburgh.

**Charles E. Masters** currently serves as Atmus' Senior Vice President Engine Products and President, Power Solutions and previously served as Executive Director of Global Sales and Marketing of Cummins Filtration Inc. Prior to that role, Mr. Masters served in various leadership roles since joining Cummins in 2003, including as General Manager of Eaton Cummins Automated Transmission Technologies from 2018 to 2021 and as President of Cummins Western Canada from 2016 to 2018. Mr. Masters holds a Bachelor of Commerce from the University of Alberta and a Master of Business Administration from Harvard Business School.

**Toni Y. Hickey** currently serves as Atmus' Chief Legal Officer and Corporate Secretary. Ms. Hickey previously served as General Counsel of Cummins Filtration Inc., after serving as Deputy General Counsel and Chief Intellectual Property Counsel for Cummins from May 2015 to August 2021. Ms. Hickey has a Bachelor of Science in Finance and Accounting from the University of Colorado — Boulder, and a Juris Doctorate from Southern Methodist University School of Law.

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

These risk factors could materially affect our business, financial condition, results of operations and cash flows. These risk factors are not exhaustive and investors are encouraged to perform their own investigation with respect to the business, financial condition and prospects of our business. You should carefully consider the following risk factors in addition to the other information included in this Annual Report on Form 10-K for the fiscal-year ended December 31, 2023 December 31, 2024, and should also carefully consider the matters addressed in the section herein entitled "Cautionary Statements and Risk Factor Summary." We may face additional risks and uncertainties that are not presently known to us, or that we currently deem immaterial, which may also impair our business, financial condition, results of operation or cash flows. The following discussion should be read in conjunction with the "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our financial statements and notes to the financial statements included herein.

#### **Summary of Risk Factors**

The following summarizes the risks facing our business, all of which are more fully described below. This summary should be read in conjunction with the risk factors below and should not be relied upon as an exhaustive summary of the material risks facing our business. The order of presentation is not necessarily indicative of the level of risk that each factor poses to us.

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

- Significant customer concentration among Cummins, PACCAR, and the Traton Group.
- The loss of a top OEM relationship or changes in the preferences of Atmus' aftermarket end-users.
- Deriving significant earnings from investees that Atmus does not directly control.
- Significant competition in the markets Atmus serves.
- Evolving customer needs and developing technologies.
- Reliance on Atmus' executive leadership and other key personnel.
- Strategic transactions, such as acquisitions, divestitures, and joint ventures.
- Management of productivity improvements.
- Work stoppages and other labor matters.
- Variability in material and commodity costs.
- Raw material, transportation and labor price increases and supply shortages.
- Complexity of supply chain and manufacturing.
- Atmus' customers operating in cyclical industries and the current economic conditions in these industries.
- Exposure to potential claims related to warranties and claims for support outside of standard warranty obligations.
- Products being subject to recall for performance or safety-related issues.

- Inability or failure to adequately protect and enforce Atmus' intellectual property rights and the cost of protecting or enforcing Atmus' intellectual property rights.
- **Ineffective internal control over financial reporting.**
- Unexpected events, including natural disasters.
- **Difficulty operating as a standalone company.**

#### **Risks Related to Legal and Regulatory Issues**

- Sales of counterfeit versions of products, as well as unauthorized sales of products.
- Statutory and regulatory requirements that can significantly increase costs.
- Changes in international, national and regional trade laws, regulations and policies affecting international trade.

- Unanticipated changes in Atmus' effective tax rate, the adoption of new tax legislation or exposure to additional income tax liabilities, as well as audits by tax authorities resulting in additional tax payments for prior periods.
- Changes in tax law relating to multinational corporations.

- Significant compliance costs and reputational and legal risks imposed by Atmus' global operations and the laws and regulations to which these are subject.
- Effects of climate change may cause Atmus to incur increased costs.
- Operations being subject to increasingly stringent environmental laws and regulations as well as to laws requiring cleanup of contaminated property.

#### **Risks Related to Cybersecurity and Information Technology Infrastructure**

- Potential system or data security breaches or other disruptions.
- Dependence on information technology infrastructure and assets that are increasing in complexity.

#### **Risks Related to Finance and Financial Market Conditions**

- Foreign currency exchange rate.
- Potential economic downturns that could cause the balances of recorded goodwill to decrease.

#### **Risks Related to Macroeconomic and Geopolitical Conditions**

- **Increased tariffs or the imposition of other barriers to international trade.**
- Political, economic, and social uncertainty in geographies where Atmus has significant operations or large offerings of products.
- Uncertain worldwide and regional market and economic conditions.

#### **Risks Related to Atmus' Relationship with Cummins**

- **The loss of Cummins' reputation, economies of scale, capital base and other resources as a result of the Separation from Cummins.**
- Potential failure of performance by Atmus or Cummins under transaction agreements executed as part of the Separation.
- **Actual or potential conflicts of interests for certain of Atmus' executive officers and directors because of their equity interests in Cummins.**
- **Limited liability to Atmus from Cummins and its directors for breach of fiduciary duty.**
- Potential indemnification liabilities to Cummins pursuant to the Separation Agreement.
- Potential indemnification from Cummins may be insufficient to insure Atmus against the full amount of such liabilities;
- Terms from unaffiliated third parties may have been better than what Atmus received in agreements with Cummins;

#### Risks Related to Atmus' Capital Structure

- Changes in capital and credit markets.
- Substantial indebtedness consisting of Atmus' term loan and revolving credit facility, which may impact Atmus' ability to service all its indebtedness and react to changes in the industry.

#### Risks Related to Ownership of Atmus Common Stock

- Substantially all Atmus' assets being pledged as security for its term loan and revolving credit facility.

#### Risks Related to Ownership of Atmus Common Stock

- Fluctuations in the price of Atmus Common Stock; and common stock.
- Atmus' stock repurchase program may be suspended or terminated at any time.

- No guarantee of the payment, timing or amount of any dividend.
- Applicable laws and regulations, provisions of Atmus' amended and restated certificate of incorporation and Atmus' bylaws and certain contractual rights granted to Cummins that may discourage takeover attempts and business combinations that stockholders might consider in their best interests.
- The designation of the Court of Chancery in the State of Delaware and the federal district courts for the District of Delaware as exclusive forums provision in Atmus' amended and restated certificate of incorporation.
- Atmus' historical consolidated financial statements are not necessarily representative of the results that would have been achieved as a standalone company.

#### Risks Related to Our Business Operations

*We have significant customer concentration, with Cummins, PACCAR and the Traton Group respectively accounting for approximately 17.4% 17.6%, 15.6% 16.5% and 11.8% 12.2% of our net sales for the year ended December 31, 2023 December 31, 2024. The loss of such net sales to any of such significant customers would have a material and adverse effect on our business, financial condition, results of operations and cash flows.*

Cummins is our largest customer. For the year ended December 31, 2023 December 31, 2024, net sales to Cummins accounted for approximately 17.4% 17.6% of our net sales. Sales to Cummins joint ventures and to distributors with which Cummins has a relationship also account for a portion of our net sales. A portion of our net sales is dependent upon customer acceptance of, and demand for, Cummins' engines or generators that use our filters. This customer concentration increases the risk of fluctuations in our operating results and our sensitivity to any material adverse developments experienced by Cummins. While our relationship with Cummins is defined by our first-fit supply agreement and aftermarket supply agreement, we may fail in the future to renew these contracts, and, moreover, even if renewed, Cummins' purchasing power may give it the ability to make greater demands on us with regard to pricing and contractual terms in general. In addition, Cummins may procure supplemental supply of top volume aftermarket products from alternative suppliers for a limited time if we fail to meet certain delivery performance requirements or if we do not offer a product or similar product for sale.

Cummins historically did not seek competitive bids for filtration products. However, prior to the completion of the IPO, Cummins initiated a competitive process to source a selective group of future first-fit programs and associated aftermarket products from its filtration product suppliers, including us. Subsequently, we were successful in being awarded this business. In the future, we expect that Cummins will continue to seek competitive bids for new filtration products and, while we will have a preferred supplier relationship with Cummins, we will have to successfully win bids through Cummins' bidding process in order to maintain or grow our current level of sales to Cummins and cannot guarantee that Cummins will always select our products. The loss of, or any substantial reduction in sales to, Cummins would have a material adverse effect on our business, financial condition, results of operations and cash flows.

For the year ended December 31, 2023 December 31, 2024, net sales to PACCAR and the Traton Group accounted for approximately 15.6% 16.5% and 11.8% 12.2%, respectively, of our net sales. We cannot guarantee that PACCAR or the Traton Group will always choose to purchase our products. The loss or substantial reduction of sales to PACCAR or the Traton Group could materially and adversely affect our business, financial condition, results of operations or cash flows.

In addition, our association with Cummins has contributed to the relationships we have with certain significant customers due to the relationship those customers had with Cummins. We may not be able to attract new customers of Cummins, or retain existing customers, without Cummins' support.

*The loss of a top OEM relationship, or changes in the preferences of our aftermarket end-users, could adversely impact the recurring nature of our aftermarket sales.*

We supply filtration products to many of the largest OEMs for both first-fit and aftermarket, which results in recurring revenue for our products. Our relationships with these OEMs also allow us to be closely attuned to our customers' requirements and preferences and react quickly to any changes. The use of our filtration products as a standard first-fit component creates a steady demand for that product in the aftermarket, as end-users often return to the OEM for aftermarket service for multiple years and may continue to prefer our products as replacement or repair parts.

We may not be able to maintain our current top OEM relationships in the future or may not become the preferred supplier for additional OEMs. In addition, our channel partners' and end-users' preferences for replacement or repair filtration products may change in the future. The loss of a top OEM relationship, or changes in the preferences of our aftermarket end-users, could adversely impact the recurring nature of our aftermarket sales.

**We derive significant earnings from investees that we do not directly control.**

We earn equity, royalty and interest income from our joint venture in China — Shanghai Fleetguard Filter Co. Ltd., where we indirectly hold 50% of the economic interest. We also earn equity, royalty and interest income from our joint ventures in India — Fleetguard Filter Private Ltd. ("FFPL"), where we directly hold 49.491% of the economic interest (and 50% of the voting interest), and Filtrum Fibretechnologies Pvt. Ltd., where we hold, directly or indirectly, 49.75% of the economic interests (25% directly and 24.75% indirectly through our proportionate ownership of FFPL's 50% ownership interest). For the year ended December 31, 2023, we recognized \$33.6 million \$34.3 million of equity, royalty and interest income from investees, compared to \$33.6 million for the year ended December 31, 2023 and \$28.0 million for the year ended December 31, 2022 and \$32.4 million for the year ended December 31, 2021. Of these amounts, \$21.5 million \$21.8 million, \$17.1 million \$21.5 million and \$16.4 million \$17.1 million, respectively, were from our joint venture in India — FFPL. Although a significant percentage of our net income is derived from these unconsolidated entities (which were approximately 18.5% for the year ended December 31, 2024, approximately 19.6% for the year ended December 31, 2023, approximately 16.4% for the year ended December 31, 2022 and 19.0% for the year ended December 31, 2021, of which approximately 12.6% 11.7%, approximately 10.0% 12.6% and approximately 9.6% 10.0% were from FFPL for the year ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively), we do not unilaterally control their management or their operations, which puts a substantial portion of our net income and cash flow through dividend payments at risk from the actions or inactions of these entities. A significant reduction in the level of contribution by these entities to our net income would likely have a material adverse effect on our business, financial condition, results of operations or cash flows.

**We face significant competition in the markets we serve and maintaining a competitive advantage requires consistent investment with uncertain returns.**

The businesses and product lines in which we participate are very competitive and we risk losing business based on a wide range of factors, including price, quality, technological and engineering capability, manufacturing and distribution capability, innovation, performance, reliability and availability, geographic coverage, delivery and customer service. Our customers continue to seek technological innovation, productivity gains and competitive prices from us and our other suppliers. As a result of these and other factors, if we do not meet our customers' expectations, we may not be able to compete effectively.

Additionally, we operate in highly competitive markets and have numerous competitors who are well-established in those markets. Our competitors include companies that may have greater name recognition or financial, technical, operational, marketing or other resources than us. We expect our competitors to continue improving the design and performance of their products and to introduce new products that could be competitive in both price and performance. We believe that we have certain technological advantages over our competitors in the markets in which we operate, but maintaining these advantages requires us to consistently invest in research and development, sales and marketing and customer service and support. There is no guarantee that we will be successful in maintaining these advantages.

The competitive environment in which we operate is also subject to change. There is no guarantee that we will be successful in implementing new product expansions, as we may fail to successfully complete product development or achieve the level of sales for these products that we expect. There may also be unexpected costs for such new product offerings, which would lower our margins. In addition, certain competitors may have a competitive advantage in these new markets and if they are able to successfully develop a product before we do, they could reach the market before we do or gain broader market acceptance.

**Evolving customer needs and developing technologies may threaten our existing business and growth.**

The ongoing energy transition away from fossil fuels and the increased adoption of electrified powertrains in some market segments could result in lower demand for current diesel or natural gas engines and components and, over time, reduce the demand for related parts and service revenues. Specifically, our core markets may be impacted by technology transitions, including the transition to battery-electric vehicles, hydrogen-powered internal combustion engines, fuel cell electric vehicles and alternate power sources. Substantially all of our net sales are related to internal combustion engine filtration products. Concerns regarding the effects of emissions of GHG on the climate have driven (and will likely continue to drive) international, national, regional and local legislative and regulatory responses, including those imposing more stringent emissions standards, requiring higher fuel efficiency and/or banning sales of gas-powered vehicles in the future. Such responses may generate or accelerate changes in technology and in customer and end-user preference, including wider adoption of, and preference for, technologies providing alternatives to diesel engines, such as electrification of equipment, which could reduce or eliminate the demand for our products.

Moreover, on November 15, 2019, Cummins, our largest customer, established a new set of goals for 2030 as part of its environmental sustainability strategy and since then has continued to implement such strategy to make progress towards its target of reaching carbon neutrality in its products and operations by 2050. Among Cummins' new goals for 2030 is reducing its Scope 3 absolute lifetime GHG emissions from newly sold products, and partnering with its customers to reduce its indirect GHG emissions from its products. These goals may result in Cummins preferring products that reduce its direct and/or indirect GHG emissions. As a result of these risks, and as we have seen OEMs begin to invest heavily in these new technologies and launch new non internal combustion engines, we have been working, and continue to work, to expand our product offerings across industries and application types, including electric powertrain, hydrogen internal combustion engines and fuel cells, among others. However, there can be no assurance that we will be successful in doing so, or even if we are successful, that such new products will generate the same revenue or margin as internal combustion engine filtration products. Some of these technologies, such as battery electric vehicles, may not utilize as much filtration content. Additionally, there can be no assurance that our expectations regarding new and developing alternate fuel technologies, including with respect to which technologies will prevail and the development of filtration content for those technologies, will prove to be accurate. Such disruptive innovation could create new markets for others and displace existing companies and products. If we are unsuccessful in adapting our technologies or expanding into adjacent markets, these disruptions could result in significant negative consequences for us. Our future growth is dependent on properly addressing future customer and end-user needs and adapting our products in line with global technology trends.

**We rely on our executive leadership team and other key personnel as a critical part of our human capital resources.**

We depend on the skills, institutional knowledge, working relationships and continued services and contributions of key personnel, including our executive leadership team, as critical parts of our human capital resources. In addition, our ability to achieve our operating and strategic goals depends on our ability to identify, hire, train and retain qualified individuals. We compete with other companies, both within and outside of our industry, for talented personnel and we may lose key personnel or fail to attract, train and retain other talented personnel. Any such loss or failure could have material adverse effects on our business, financial condition, results of operations or cash flows.

In particular, our continued success will depend in part on our ability to retain the talents and dedication of key employees. As of December 31, 2023 December 31, 2024, we employed approximately 350 total technical employees. As of December 31, 2023 December 31, 2024, 45% 47% of our technical employees were employed outside the United States, in India, China and France, many of whom we consider key employees. If enough key employees terminate their employment or become ill or otherwise cannot work, our business activities may be adversely affected and our management team's attention may be diverted. In addition, we may not be able to locate suitable replacements for any key employees who leave.

***We face risks from strategic transactions, such as acquisitions, divestitures, joint ventures and other similar arrangements that we may pursue or undertake.***

We are actively evaluating potential strategic acquisitions or investment opportunities and consider divestitures of non-strategic business lines, and the filtration business has historically pursued and undertaken certain of those opportunities. For example, in 1987 and 1994, our filtration business established our joint ventures in India and China, respectively, for our entry into those two markets, and has continued to explore additional joint ventures since then. Acquisitions, joint ventures and strategic investments could negatively impact our profitability and financial condition due to operating and integration inefficiencies, the incurrence of debt, contingent liabilities and amortization of expenses related to intangible assets. There are also a number of other risks inherent to acquisitions, including the potential loss of key customers and suppliers of the acquired businesses or adverse effects on relationships with existing customers and suppliers; the inability to identify all issues or potential liabilities during due diligence; difficulties or delays in integrating and assimilating the acquired operations and products or in realizing projected efficiencies, growth prospects, cost savings and synergies; the loss of key employees; the potential increase in exposure to more onerous or costly legal and regulatory requirements and the diversion of management's time and attention away from other business matters, which may prevent us from realizing the anticipated return on our investment. Additionally, we may require substantial additional capital, which could be raised pursuant to debt or equity financings, to pursue acquisitions and other business ventures, if any, in the future. We cannot assure you that we will be able to raise such additional capital on commercially reasonable terms, or at all. Divestitures may involve significant challenges and risks, such as difficulty separating out portions of our business or the potential loss of revenue or negative impacts on margins. Divestitures may also result in ongoing financial or legal proceedings, such as retained liabilities, which could have an adverse impact on our business, financial condition, results of operations and cash flows. Further, during the pendency of a proposed transaction, we may be subject to risks related to a decline in the business, loss of employees, customers or suppliers and the risk that the transaction may not close, any of which could adversely impact our business. Additionally, because acquisitions, divestitures, joint ventures, strategic partnerships and other similar arrangements are inherently risky, any such transaction may not be successful and may, in some cases, harm our business, financial condition, results of operations or cash flows. Failure to complete any such planned transaction may adversely impact our business, financial condition, results of operations or cash flows.

***Our long term performance targets assume certain ongoing productivity improvements; if we do not successfully manage productivity improvements, we may not realize the expected benefits.***

Our long-term performance targets assume certain ongoing productivity improvements as a key component of our business strategy to, among other things, contain operating expenses, increase operating efficiencies and align manufacturing capacity to demand. We may not be able to realize the expected benefits and cost savings if we do not successfully execute these plans while continuing to invest in business growth. Factors that can cause us to not realize expected benefits or execute our plans for productivity improvements include, but are not limited to, unanticipated costs or complications resulting from the Separation, unforeseen complications arising from leveraging existing filtration technology to new industries, global commodities pricing and availability, manufacturing costs and delays, inflationary pressures and labor availability. If any of these, or other, difficulties are encountered, expected benefits of such cost savings may not otherwise be realized, which could adversely impact our business, financial condition, results of operations or cash flows.

***We may be adversely impacted by work stoppages and other labor matters.***

As of December 31, 2023 December 31, 2024, we employed approximately 4,500 persons worldwide. As of December 31, 2023 December 31, 2024, approximately 53% of our employees worldwide were represented by various unions under collective bargaining agreements. Among these collective bargaining agreements, those for the employees in Mexico, Brazil and France are renewed annually after compensation negotiations, while the collective bargaining agreement for the Cookeville, Tennessee plant typically has a four-to five-year term. The Collective bargaining for Brazil Annual Profit Sharing will take place on February 19, 2025. Annual term collective bargaining agreement for Brazil is in place and active and the compensation negotiations for a new annual term on the collective bargaining agreements for Mexico and France were recently concluded successfully completed. These collective bargaining agreements have terms that will expire between December 2024 2025 and February 2025. The collective bargaining agreement for 2026. Contract negotiations at the Cookeville, Tennessee plant is expiring took place in February of 2024 resulting in a new four year contract that will expire at the end of its four year term on February 29, 2024 and negotiations for its renewal started in January 2024. February 29, 2028. While we have no reason to believe that we will be materially impacted by work stoppages or other labor matters, there can be no assurance that future issues with our labor unions will be resolved favorably or that we will not encounter future strikes, work stoppages, or other types of conflicts with labor unions or our employees. For example, during periodic collective bargaining in 2020, the United Auto Workers union representing manufacturing employees at the Cookeville, Tennessee site conducted a strike for six weeks after failing to accept modified terms and conditions offered by the company offered. Any of these consequences may have an adverse effect on us or may limit our flexibility in dealing with our workforce. In addition, many of our customers and suppliers have unionized work forces. Work stoppages or slowdowns experienced by us, our customers or suppliers could result in slowdowns or closures that would have a material adverse effect on our business, financial condition, results of operations or cash flows.

***Our products are exposed to variability in material and commodity costs.***

Our business establishes prices with our customers in accordance with contractual timeframes; however, the timing of material and commodity market price increases may prevent us from passing these additional costs on to our customers through timely pricing actions, which may lead to an adverse impact on our profit margins. For example, our gross margin decreased by 1.3% from the year ended December 31, 2021 (24.3%)

to the year ended December 31, 2022 (23.0%) as a result of our material and freight costs increasing at a faster rate than the increase in net sales. Additionally, higher material and commodity costs around the world may offset our efforts to reduce our cost structure. Economies around the world have also generally seen significant inflationary pressures since 2021. Although those inflationary pressures began to abate towards the end of 2023 and stabilize by the end of 2024, we are still subject to the risk of material and commodity cost increases and there can be no assurances that such cost increases do not return in 2024 2025 and beyond. As of the date of this Annual Report on Form 10-K, we have not entered into any hedging arrangements or agreements with respect to the purchase of the commodities used in our products. While we customarily have contractual pricing adjustment mechanisms with our first-fit customers that attempt to address some of these risks (notably with respect to steel and resins), there can be no assurance that material and

commodity price fluctuations will not adversely affect our business, financial condition, results of operations or cash flows. In addition, while the use of contractual pricing adjustments may provide us with some protection from adverse fluctuations in commodity prices, we potentially forego the benefits that might result from favorable fluctuations in costs. As a result, higher material and commodity costs, as well as hedging these commodity costs during periods of decreasing prices, could result in declining margins.

**We are vulnerable to raw material, transportation and labor price increases and supply shortages, which have adversely impacted and could continue to adversely impact our operations.**

In recent years, we have experienced supply chain disruptions, including longer lead times for materials used in manufacturing our products and increased commodity prices and related challenges throughout the supply chain. For example, in the wake of the COVID-19 pandemic, shortages in steel, resin, other petrochemical products and electronic components, as well as shortages in labor at our suppliers, resulted in reduced capacity at our North America plants in 2021 and 2022. While conditions moderated in 2023, many of the underlying risks remain. We source a significant number of parts and raw materials critical to our business operations. Any delay in our suppliers' deliveries may adversely affect our operations at multiple manufacturing locations, forcing us to seek alternative supply sources to avoid serious disruptions. Delays may be caused by factors affecting our suppliers (including pandemics, capacity constraints, port congestion, labor disputes, economic downturns, availability of credit, impaired financial condition and geopolitical turmoil), suppliers' allocations to other purchasers, weather emergencies, natural disasters, acts of government or acts of war or terrorism. In particular, if there are extended periods of commercial, transportation or other restrictions we could incur global supply disruptions. Any extended delay in receiving critical supplies could impair our ability to deliver products to our customers and have a material adverse effect on our business, financial condition, results of operations or cash flows.

Although we have taken a number of actions to mitigate these impacts, including, but not limited to, adding new supply sources, moving production among our facilities or outsourcing production to third-party manufacturers, adapting product design to reduce reliance on constrained materials, and investing in additional tooling and equipment, these mitigating actions may not be sufficient to overcome these impacts.

**Complexity of supply chain and manufacturing could perpetuate the inability to meet demand and result in the loss of customers.**

Our ability to fulfill customer orders is dependent on our manufacturing and distribution operations. Although we forecast demand, additional plant capacity takes significant time to bring online and thus changes in demand could result in longer lead times. We cannot guarantee that we will be able to adjust manufacturing capacity, in the short-term, to meet higher customer demand. For example, the COVID-19 pandemic caused significant supply chain disruptions. These disruptions impacted the availability of raw materials, including steel, resin, other petrochemical products and electronic components, and freight availability and reliability, which resulted in increased lead times. Efficient operations require streamlining processes, which we may not be capable of achieving. Unacceptable levels of service for key customers may result if we are not able to fulfill orders on a timely basis or if product quality or warranty or safety issues result from compromised production. Due to the complexity of our manufacturing operations, we may be unable to timely respond to fluctuations in demand, which could adversely impact our business, financial condition, results of operations or cash flows.

While we have not experienced significant global surges or declines in demand, for much of 2022, overall demand exceeded our ability to fully meet such demand, resulting in an elevated level of backlog. For During 2023 and 2024, the level of backlog that accumulated during 2022 reduced and stabilized. As we move into 2024, there has been a reduction in these backlogs stabilized from peak levels, and we expect further stabilization in the first half of 2024.

level.

**A number of our customers operate in similar cyclical industries and economic conditions in these industries could impact our sales.**

Three customers each accounted for 10% or more of our net sales in 2024, 2023 2022 and 2021. Cummins is one of our key customers and accounted for approximately 17.4% 17.6% of our net sales in 2023. While our relationship with Cummins has been secured through our first-fit supply agreement and aftermarket supply agreement, both of which have an initial term of five years from the date of our IPO (except with respect to certain new products under the first-fit supply agreement, for which a five-year term commences from the date of the start of production), Cummins operates in both global off-highway and on-highway industries and is subject to the cyclicity of those industries. A number of our other customers, including PACCAR and the Traton Group, are also concentrated in similar cyclical industries, including off-highway industries such as construction, agriculture, mining, oil and gas and power generation, as well as on-highway industries such as truck, bus, vocational and recreational vehicles. This exposes our business to additional risk based on our customers' respective economic conditions. Our success is also dependent on retaining key customers, which requires us to successfully manage relationships and anticipate the needs of our customers in the channels in which we sell our products. Changes in the economic conditions could materially and adversely impact our business, financial condition, results of operations or cash flows.

**Our business is exposed to potential claims related to warranties and claims for support outside of standard warranty obligations.**

We face an inherent business risk of exposure to warranty claims if our products fail to perform to specification, or are alleged to result in property damage. At any given time, we are subject to various and multiple warranty claims, any one of which, if decided adversely to us, may have a material adverse effect on our business, financial condition, results of operations and cash flows in the period in which our liability with respect to any such claim is recognized. This can include customer claims for support outside of standard warranty obligations.

**Our products are subject to recall for performance or safety-related issues.**

Our products are subject to recall for performance or safety-related issues. Product recalls subject us to reputational risk, loss of current and future customers, reduced revenue and product recall costs. Product recall costs are incurred when we decide, either voluntarily or involuntarily, to recall a product through a formal campaign to solicit the return of specific products due to known or suspected performance or safety issues. For example, in 2017, quality issues were identified with a particular application of a fuel heater, which primarily impacted one customer, resulting in a recall campaign beginning in 2020. See Note 11, *Product Warranty Liability*, to the consolidated financial statements for additional details. Any significant product recalls could have material adverse effects on our business, financial condition, results of operations and cash flows. Additionally, any significant returns or warranty claims, as well as the timing of such returns or claims, could result in significant additional costs to us and could adversely affect our business, financial condition, results of operations or cash flows.

**Inability or failure to adequately protect or enforce our intellectual property could reduce or eliminate any competitive advantage and reduce our sales and profitability and the cost of protecting or enforcing our intellectual property may be significant.**

Our long-term success depends on our ability to market innovative competitive products. We own a number of patents, trade secrets, copyrights, trademarks, trade names and other forms of intellectual property related to our products and services throughout the world and the operation of our business, on which we rely to distinguish our services and solutions from those of our competitors. Patents have a limited life and, in some cases, have expired or will expire in the near future. We also have non-exclusive rights to intellectual property owned by others in certain of our markets. For example, some of our products may include components that are manufactured by our competitors. Our intellectual property may be challenged, opposed, invalidated, diluted, cancelled, declared generic, stolen, circumvented, infringed or otherwise violated upon by third parties or we may be unable to maintain, renew or enter into new license agreements with third-party owners of intellectual property on reasonable terms, or at all. In addition, the global nature of our business increases the risk that our intellectual property may be subject to infringement, theft or other unauthorized use or disclosure by others. Our ability to protect and enforce intellectual property rights, including through litigation or other legal proceedings, also varies across jurisdictions. In some cases, our ability to protect or enforce our intellectual property rights by legal recourse or otherwise may be limited, particularly in countries where laws or enforcement practices are less protective than those in the United States. Our inability to obtain sufficient protection for our intellectual property, or to effectively maintain or enforce our intellectual property rights, could lead to reputational harm and/or adversely impact our competitive position, business, financial condition, results of operations or cash flows.

Competitors and others may also initiate litigation or other proceedings to challenge the scope, validity or enforceability of our intellectual property or allege that we infringed, misappropriated or otherwise violated their intellectual property. Any litigation or proceedings to defend us against allegations of infringement, misappropriation, or other violations of intellectual property rights, regardless of merit, could be costly, divert attention of management and may not ultimately be resolved in our favor. If we are unable to successfully defend against claims that we have infringed the intellectual property rights of others, we may be prevented from using certain intellectual property or offering certain products, or may be liable for substantial damages, which in turn could materially adversely affect our business, financial condition, results of operations or cash flows. We may also be required to develop an alternative, non-infringing product that could be costly, time-consuming or impossible, or seek a license from a third party, which may not be available on terms that are favorable to us, or at all. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations or cash flows.

***If we fail to design and maintain effective internal control over financial reporting, our ability to timely and accurately report our financial condition and results of operations or comply with applicable laws and regulations could be impaired, which may adversely affect investor confidence in us and, as a result, the value of our common stock.***

We identified a material weakness in our internal control over financial reporting during the period June 30, 2023 as a result of errors discovered in our financial statements for the three months ended March 31, 2023. These errors principally related to accounting for intercompany and related party transactions and required us to restate our financial statements as of and for the three months ended March 31, 2023 and revise our financial statements as of and for the three months ended March 31, 2022, and as of December 31, 2022 and 2021 and for each of the years ended December 31, 2022, 2021 and 2020. As of December 31, 2023, such material weakness has been remediated.

As a public company, we are required to maintain internal control over financial reporting and to evaluate and determine the effectiveness of our internal control over financial reporting. Beginning with our annual report on Form 10-K as of and for the year ending December 31, 2024, we will be required to provide a management report on internal control over financial reporting, as well as an attestation of our independent registered public accounting firm. As part of this reporting, we will be required to disclose any material weaknesses in our internal control over financial reporting.

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim consolidated financial statements will not be prevented or detected on a timely basis.

If material weaknesses exist in our internal control over financial reporting, we may have a higher likelihood of becoming subject to shareholder litigation or other litigation. We may lose investor confidence in the accuracy and completeness of our financial reports, the market price of our securities could decline, and we could be subject to sanctions or investigations by regulatory authorities. Further, failure to maintain effective internal control over financial reporting and disclosure controls and procedures could also restrict our future access to the capital markets.

***Unexpected events, including natural disasters, may increase our cost of doing business or disrupt our operations.***

There could be an occurrence of one or more unexpected events, including a terrorist attack, war or civil unrest, a weather event, an earthquake, a pandemic, **cyber attack** **cyber-attack** or other catastrophe in countries in which we operate or in which our suppliers are located.

Such an event could result in physical damage to and complete or partial closure of one or more of our headquarters, manufacturing facilities or distribution centers, temporary or long-term disruption in the supply of component products from some local and international suppliers, disruption in the transport of our products to customers and disruption of information systems. **Prior to the IPO, Cummins' existing The insurance coverage and following the IPO, the insurance coverage we have entered into, may not provide protection for all costs that may arise from any such event.** Any disruption in our operations could have an adverse impact on our ability to meet our customer needs or may require us to incur additional expenses in order to produce sufficient inventory. Certain unexpected events could adversely impact our business, financial condition, results of operations or cash flows.

***As a result of the Separation, we may experience difficulty operating as a standalone company.***

Because we have limited experience operating as a standalone company following the Separation, we may encounter difficulties doing so in the future. For example, if we do not accurately estimate the level of resources required to operate as a standalone company, we may need to acquire additional assets and resources, which could be costly, and in connection with the Separation, may also face difficulty in separating certain aspects of our business from Cummins, including incurring accounting, tax, legal and other professional services costs, recruiting and relocation costs associated with hiring or reassigning our personnel, costs related to establishing a new brand identity in the marketplace and costs to separate information systems and creating standalone administrative units or distribution centers in our business post-separation. For example, we established our own standalone warehouse in Belgium in November 2024, and we have not yet realized normal operating levels. Our business, financial condition, results of operations or cash flows could be materially adversely affected if we have difficulty operating as a standalone company.

***Risks Related to Legal and Regulatory Issues***

***Sales of counterfeit versions of our products, as well as unauthorized sales of our products, may adversely affect our business, financial condition, results of operations or cash flows.***

Third parties may illegally make, distribute and sell counterfeit versions of our products that do not meet the standards of our design, development, manufacturing and distribution processes. Such counterfeit products divert sales from genuine products, often are of lower cost and quality and may pose safety risks. If illegal sales of counterfeit products result in adverse product liability or negative consumer experiences, we may be associated with negative publicity resulting from such incidents. Although we proactively monitor the existence of counterfeit products and initiate actions to seize, remove them from sale or destroy, we may not be able to prevent third parties from manufacturing, selling or purporting to sell counterfeit products competing with our products, which may negatively impact our sales, brand reputation, business, financial condition, results of operations or cash flows.

***Our products are subject to statutory and regulatory requirements that can significantly increase our costs and could have a material adverse impact on our business, financial condition, results of operations or cash flows.***

Our products are subject to many laws and regulations in the jurisdictions in which we operate. We routinely incur costs in order to comply with these laws and regulations. We may be adversely impacted by new or changing laws and regulations that affect both our operations and our ability to develop and sell products that meet our customers' requirements. The discovery of noncompliance issues could have a material adverse impact on our reputation, brand, business, financial condition, results of operations or cash flows.

Developing products to meet more stringent and changing regulatory requirements, with different implementation timelines and requirements, makes developing products efficiently for multiple markets complicated and could result in substantial additional costs that may be difficult to recover in certain markets. The successful development and introduction of new and enhanced products in order to comply with new regulatory requirements are subject to other risks, such as delays in product development, cost overruns and unanticipated technical and manufacturing difficulties.

In addition to these risks, the nature and timing of government implementation and enforcement of increasingly stringent regulatory standards in our worldwide markets are unpredictable and subject to change. Any delays in implementation or enforcement could result in a loss of our competitive advantage and could have a material adverse impact on our business, financial condition, results of operations or cash flows.

***We operate our business on a global basis and changes in international, national and regional trade laws, regulations, and policies affecting and/or restricting international trade including sanctions resulting from Russia's military operation in Ukraine, could adversely impact the demand for our products and our competitive position.***

We manufacture, sell and service products globally and rely upon a global supply chain to deliver the raw materials, components, systems and parts that we need to manufacture and service our products. Changes in laws, regulations and government policies on foreign trade and investment, including as a result of the recent change in U.S. presidential administration, can affect the demand for our products and services, causing customers and end-users to shift preferences toward domestically manufactured or branded products and impact the competitive position of our products or prevent us from being able to sell products in certain countries. Our business benefits from free trade agreements, such as the United States-Mexico-Canada Agreement, the U.S. trade relationships with China, Brazil and France and the Comprehensive Economic Partnership Agreement between India and South Korea. Efforts to withdraw from, or substantially modify such agreements or arrangements, in addition to the implementation of more restrictive trade policies, such as more detailed inspections, higher tariffs (including, but not limited to, additional tariffs on the import of steel or aluminum and imposition of new or retaliatory tariffs against certain countries, including based on developments in U.S.-China, U.S.-Mexico, U.S.-Canada, U.S.-Russia and EU-Russia relations), import or export licensing requirements, and exchange controls or new barriers to entry, could limit our ability to capitalize on current and future growth opportunities in international markets, impair our ability to ship media from our plant in South Korea directly to our joint venture partners, impair our ability to expand the business by offering new technologies, products, and services, and could adversely impact our production costs, customer and end-user demand and our relationships with customers and suppliers. Any of these consequences could have a material adverse effect on our business, financial condition, results of operations or cash flows.

Embargoes, sanctions and export controls imposed by the U.S. and other governments restricting or prohibiting transactions with certain persons or entities, including financial institutions, to certain countries or regions, or involving certain products, may limit the sales of our products. Embargoes, sanctions, and export control laws are changing rapidly for certain geographies, including with respect to China and Russia. In particular, changing U.S. and European export controls and sanctions on China, as well as other restrictions affecting transactions involving China and Chinese parties and Russia and Russian parties, could affect our ability to collect receivables, provide aftermarket and warranty support for our products, sell products, and otherwise impact our reputation and business, any of which could have a material adverse effect on our business, financial condition, results of operations or cash flows. Moreover, the enforceability of contracts in China, especially with governmental entities, including state-owned enterprises, is relatively uncertain. If counterparties repudiated our contracts or defaulted on their obligations, we might not have adequate remedies. Such uncertainties or inability to enforce our contracts could materially and adversely affect our business, financial condition, results of operations or cash flows.

Additionally, the ongoing crisis related to Russia's military operation in Ukraine (the "Russia-Ukraine War") has resulted in the application of enhanced sanctions against Russia by a number of jurisdictions, including the United States, United Kingdom, and European Union. On March 17, 2022, the Cummins Board of Directors made the decision to suspend all commercial operations in Russia indefinitely, including our operations therein. Additionally, although we seek to comply with all applicable regulations, these laws and regulations are complex, frequently changing, and increasing in number and there is a risk that we will not be compliant with all relevant regulations at all times. Such potential violations could have material adverse effects on our reputation, brand, business, financial condition, results of operations or cash flows.

***Unanticipated changes in our effective tax rate, the adoption of new tax legislation or exposure to additional income tax liabilities could adversely affect our profitability and cash flow. In addition, audits by tax authorities could result in additional tax payments for prior periods.***

We are subject to income taxes in the U.S. and numerous international jurisdictions. Our income tax provision and cash tax liability in the future could be adversely affected by the adoption of new tax legislation, changes in the amounts or composition of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities and the discovery of new information in the course of our tax return preparation process. Additionally, we may be have been subject to tax audits. These audits can involve complex issues, which may require an extended period of time to resolve and can be highly judgmental. Tax authorities may disagree with certain tax reporting positions taken by us and, as a result, assess additional taxes against us. We may have to engage in litigation to achieve the results reflected in our tax estimates, and such litigation may be time consuming and expensive. We regularly assess the likely outcomes of any audits in order to determine the appropriateness of our tax provision. The amounts ultimately paid upon resolution of these or subsequent tax audits could be materially different from the amounts previously included in our income tax provisions and accruals, which could materially and adversely affect our business, financial condition, results of operations or cash flows.

***Changes in tax law relating to multinational corporations could adversely affect our tax position.***

The U.S. Congress, government agencies in non-U.S. jurisdictions where we and our affiliates do business, and the Organisation for Economic Co-operation and Development ("OECD") have recently focused on issues related to the taxation of multinational corporations. One example is in the area of "base erosion and profit shifting," where profits are claimed to be earned for tax purposes in low-tax jurisdictions, or payments are made between affiliates from a jurisdiction with high tax rates to a jurisdiction with lower tax rates. The OECD has released several components of its comprehensive plan to create an agreed set of international rules for addressing base erosion and profit shifting. As a result, the tax laws in the United States and other countries in which we do business could change on a prospective or retroactive basis, including as a result of the recent change in U.S. presidential administration, and any such changes could adversely affect our business, financial condition, results of operations or cash flows.

***Our global operations are subject to laws and regulations that impose significant compliance costs and create reputational and legal risk.***

Due to the international scope of our operations, we are subject to a complex system of commercial regulations around the world. Recent years have seen an increase in the development and enforcement of laws regarding trade compliance, as well as new regulatory requirements regarding privacy and data protection, such as the European Union General Data Protection Regulation. For example, in January 2024, the Tax Administration Service in Mexico amended the customs requirements for transactions between a maquiladora in Mexico shipping its manufactured goods to a domestic Mexican company and to-date maquiladoras in Mexico, including our manufacturing facility in San Luis Potosí, have responded by exporting manufactured goods outside of Mexico and then re-importing them back into Mexico for delivery to domestic purchasers, resulting in increased costs for our Mexican operations. Our foreign subsidiaries and affiliates are governed by laws, rules and business practices that differ from those of the U.S. The activities of these entities may not comply with U.S. laws or business practices or our Code of Business Conduct. Violations of these laws may result in severe criminal or civil sanctions, could disrupt our business and result in an adverse effect on our reputation, business, financial condition, results of operations or cash flows. We cannot predict the nature, scope or effect of future regulatory requirements to which our operations might be subject or the manner in which existing laws might be administered or interpreted.

We are subject to national and international anti-corruption laws and regulations laws, such as the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act (the "Bribery Act") and export controls and economic sanctions programs, including those administered by the U.S. Treasury Department's Office of

Foreign Assets Control ("OFAC"), relating to our business and our employees. As part of our business, we deal with state-owned business enterprises, the employees of which are considered foreign officials for purposes of the FCPA's prohibition on providing anything of value to foreign officials for the purposes of obtaining or retaining business or securing any improper business advantage. In addition, the provisions of the Bribery Act extend beyond bribery of foreign public officials and also apply to transactions with individuals that a government does not employ. Some of the international locations in which we operate lack a developed legal system and have higher than normal levels of corruption.

Our continued expansion outside the United States, including in China, India and developing countries, and our development of new partnerships worldwide, could increase the risk of FCPA, OFAC or Bribery Act violations in the future. Despite our policies, procedures and compliance programs, our internal control and compliance systems may not be able to protect us from prohibited acts willfully committed by our employees, agents or business partners that would violate such applicable laws and regulations. Additionally, there can be no assurance that our policies and procedures will effectively prevent us from violating these regulations in every transaction in which we may engage or provide a defense to any alleged violation. For example, actions taken by OFAC in response to the Russia-Ukraine War have included the imposition of export controls and broad financial and economic sanctions against Russia, Belarus and specific areas of Ukraine. Any violation or alleged violation of these laws and regulations, even if prohibited by our policies, could result in criminal or civil sanctions, reputational damage or other substantial costs and penalties, any of which could adversely affect our business, financial condition, results of operations or cash flows. In particular, we may be held liable for the actions that our joint venture partners take inside or outside of the United States, even though our partners may not be subject to these laws. Any such improper acts could damage our reputation, subject us to civil or criminal judgments, fines or penalties, and could otherwise disrupt our business.

Our operations are also subject to certain antitrust and competition laws in the jurisdictions in which we conduct our business, in particular the United States and Europe. These laws prohibit, among other things, anticompetitive agreements and practices. If any of our commercial agreements or practices are found to violate or infringe such laws, we may be subject to civil and other penalties. We may also be subject to third-party claims for damages. Further, agreements that infringe antitrust and competition laws may be void and unenforceable, in whole or in part, or require modification in order to be lawful and enforceable. Accordingly, any violation of these laws could harm our reputation and could have a material adverse effect on our business, financial condition, results of operations or cash flows.

From time to time, we are subject to litigation or other commercial disputes and other legal and regulatory proceedings relating to our business, including actual or perceived failure to comply with the laws and regulations mentioned above. Due to the inherent uncertainties of any litigation, commercial disputes or other legal or regulatory proceedings, we cannot accurately predict their ultimate outcome, including the outcome of any related appeals. An unfavorable outcome could materially adversely impact our business, financial condition, results of operations or cash flows. Furthermore, as required by U.S. GAAP, we establish reserves based on our assessment of contingencies, including contingencies related to legal claims asserted against us. Subsequent developments in legal proceedings may affect our assessment and estimates of the loss contingency recorded as a reserve and require us to make payments in excess of our reserves, which could have an adverse effect on our business, financial condition, results of operations or cash flows.

***We may be adversely impacted by the effects of climate change and may incur increased costs and experience other impacts due to climate change.***

The scientific consensus indicates that emissions of GHG continue to alter the composition of Earth's atmosphere in ways that are affecting, and are expected to continue to affect, the global climate. The potential impacts of climate change on our customers and end-users, product offerings, operations, facilities and suppliers are accelerating and uncertain, as they will be particular to local, customer-specific circumstances. These potential impacts may include, among other things, rising sea levels and the frequency and severity of weather events as well as customer and end-user product changes either through preference or regulation.

Concerns regarding climate change may lead to additional international, national, regional and local legislative and regulatory responses. For example, proposed SEC rules to enhance disclosures regarding the effects of climate change could increase our reporting and compliance costs, and in October 2023, the California Governor signed the Climate-Related Financial Risk and the Climate Corporate Data Accountability Act into law, which impose significant and mandatory climate-related reporting requirements for large

companies doing business in the state. Similarly, enhanced mandatory climate reporting requirements came into force in 2019 and again in 2022 in the United Kingdom and broader sustainability reporting requirements (including climate) will apply to certain European Union entities on a staged basis from 2024 and to their non-European Union parent undertakings from 2028. We believe these reporting requirements could increase our reporting and compliance costs. Various stakeholders, including legislators and regulators, shareholders and non-governmental organizations, are continuing to look for ways to reduce GHG emissions, including limits on GHG emissions, bans on future sales of gas-powered vehicles, and measures intended to incentivize GHG reduction such as fuel taxes, carbon taxes and subsidies. As the impact of any future GHG legislative or regulatory requirements on our global businesses and products is dependent on the timing, scope and design of the mandates or standards, we are currently unable to predict the potential impact. Moreover, as discussed in “— *Risks Related to our Business Operations — Evolving customer needs and developing technologies may threaten our existing business and growth*”, certain consequences of climate change, such as shifts in customer and end-user preferences and the pace and extent to which customers and end-users adopt alternative power, including electrified vehicles, could impact demand for our products and could have a material adverse effect on our business, financial condition, results of operations or cash flows.

***Our operations are subject to increasingly stringent environmental laws and regulations, and we are also subject to laws requiring cleanup of contaminated property.***

Our plants and operations are subject to increasingly stringent environmental laws and regulations in all of the countries in which we operate, including laws and regulations governing air emissions, wastewater and storm water discharges and the generation, handling, storage, transportation, treatment and disposal of waste materials. While we believe that we are in compliance in all material respects with these environmental laws and regulations, there can be no assurance that we will not be adversely impacted by costs, liabilities or claims with respect to existing or subsequently acquired operations, under either present laws and regulations or those that may be adopted or imposed in the future. We are also subject to laws requiring the cleanup of contaminated property, including laws that impose strict liability for contamination at owned property and for hazardous materials or wastes generated by our plants and operations or those of our predecessors. If a release of hazardous substances occurs at or from any of our (or our predecessors') current or former properties or at a landfill or another location where we or our predecessors have disposed of (or arranged for the disposal of) hazardous materials, we may be held liable for the contamination and the amount of such liability could be material. We may become subject to additional evolving regulations related to the cleanup of contaminated property.

***Risks Related to Cybersecurity and Information Technology Infrastructure***

***Our information technology environment and our products are exposed to potential security or data breaches or other disruptions, which may adversely impact our operations.***

We rely on the capacity, reliability and security of our information technology environment and data security infrastructure in connection with various aspects of our business activities. We also rely on our ability to expand and continually update these technologies and related infrastructure in response to the changing needs of our business. As we implement new technologies, they may not perform as expected. We face the challenge of supporting our older technologies and implementing necessary upgrades. In addition, some of these technologies are managed by third-party service providers and are not under our direct control. If we experience a problem with an important technology, including during upgrades and/or new implementations of technologies, the resulting disruptions could have an adverse effect on our business and reputation. As customers and end-users adopt and rely on cloud-based digital technologies and services we offer, any disruption of the confidentiality, integrity or availability of those services could have an adverse effect on our business and reputation.

Our operations routinely involve collecting, receiving, storing, processing and transmitting personal, sensitive and other confidential information pertaining to our business, customers, end-users, dealers, suppliers, employees and other sensitive matters. The data handled by our technologies is vulnerable to security threats. In addition, our products contain interconnected and increasingly complex technologies that monitor and transmit data and these technologies are potentially subject to cyber-attacks and disruption. For example, we have developed the filtration intelligence technology (FIT) system, which embeds sensors and software within the filtration equipment system designed to optimize filtration maintenance and monitor equipment health. In addition, we provide opportunities for remote working to our employees, which may pose additional information technology risks. The impact of a significant information technology event on either our information technology environment or our products could negatively affect the performance of our products, our reputation, and competitive position.

While we continually work to safeguard our information technology environment and mitigate potential risks, there is no assurance that these actions will be sufficient to timely detect or prevent information technology security threats, such as security breaches, computer malware, ransomware attacks and other cyber-attacks, which are increasing in both frequency and sophistication, along with power outages or hardware failures. These threats could result in unauthorized access, use, modification, disclosure, loss or theft of information, including intellectual property, costly investigations, remediation efforts, notification requirements, privacy or data protection-related compliance obligations, legal claims or proceedings, government enforcement actions, civil or criminal penalties, fines, diversion of management attention, operational changes or other response measures, loss of customer confidence in our security measures, loss of business partners, and negative publicity that could adversely affect our brand, reputation, business, financial condition, results of operations or cash flows. **While we expect to obtain cyber insurance coverage, our** **Our** **cyber insurance policies may not cover, or may cover only a portion of, any potential claims related to such events or may not be adequate to indemnify us for all or any portion of liabilities that may be imposed or defense costs incurred. We also cannot be certain that we will be able to maintain insurance coverage, on acceptable terms or in amounts sufficient to cover the potentially significant losses that may result from a security incident or breach, or that the insurer will not deny coverage of any future claim.**

**In addition, data we collect, store and process are subject to a variety of U.S. and international laws and regulations, such as the European Union's General Data Protection Regulation, which may carry significant potential penalties for noncompliance.**

***A number of our operations depend on information technology infrastructure and assets that are increasing in complexity, which are undergoing changes as a result of the Separation.***

In order to support the new business processes under the terms of our transition services agreement with Cummins, we have made significant configuration, process and data changes within many of the information technology systems that we use. If our information technology systems and processes are not sufficient to support our business and financial reporting functions, or if we fail to properly implement our new business processes, manufacturing, shipping, invoicing or other critical operating activities may be interrupted or negatively affected, and our financial reporting may be delayed or inaccurate and, as a result, our business, financial condition, results of operations or cash flows may be materially adversely affected. Even if we are able to successfully configure and change our systems, all technology systems, even with implementation of security measures, are vulnerable to disability, failures or unauthorized access. If our information technology systems were to fail or be breached, this could materially adversely affect our reputation and our ability to perform critical business functions, and sensitive and confidential data could be compromised.

#### **Risks Related to Finance and Financial Market Conditions**

##### **We are subject to foreign currency exchange rate and other related risks.**

We conduct operations in many areas of the world involving transactions denominated in a variety of currencies. We are subject to foreign currency exchange rate risk to the extent that our costs are denominated in currencies other than those in which we earn revenues. In addition, since our financial statements are denominated in U.S. dollars, changes in foreign currency exchange rates between the U.S. dollar and other currencies have had, and will continue to have, an impact on our business, financial condition, results of operations or cash flows. For example, 41% 39% of our net sales in 2023 2024 were denominated in a currency other than the U.S. dollar. Additionally, the appreciation of the U.S. dollar against foreign currencies has had and could continue to have a negative impact on our consolidated results of operations due to translation impacts. Although we did see a slightly favorable impact on our results of operations in the second half of 2023, we expect that the overall negative impact may continue in 2024. Cummins has a hedging program to mitigate foreign currency risk across its businesses, which included foreign currency exchange rate risk faced by and other related risks through the filtration business. Although we have implemented certain aspects of our own hedging program, we are still evaluating other aspects, such as cash flow hedges, and derivatives, but there can be no assurance that we fluctuations in exchange rates and other related risks will be able to establish the same program as Cummins not have a material adverse effect upon our business, financial condition, results of operations or at similar costs. cash flows.

**We have recorded goodwill as a result of prior acquisitions, and an economic downturn could cause these balances to become impaired, requiring write-downs that would reduce our operating income.**

Goodwill amounted to approximately \$84.7 million as of December 31, 2023 December 31, 2024. As required under current accounting rules, we assess goodwill for impairment at least annually and whenever changes in circumstances indicate that the carrying amount may not be recoverable from estimated future cash flows. As of December 31, 2023 December 31, 2024, management has deemed there is no impairment of our recorded goodwill. However, if future operating performance at one or more of our operating units were to fall significantly below forecast levels or if market conditions for one or more of our acquired businesses were to decline, we could be required to incur a non-cash charge to operating income for impairment. Management will continue to monitor our operating results, our market capitalization, and the impact of the economy to determine if there is an impairment of goodwill in future periods.

#### **Risks Related to Macroeconomic and Geopolitical Conditions**

##### **Increased tariffs or the imposition of other barriers to international trade could impact demand for our products and our competitive position.**

Changes to trade protection measures and import or export licensing requirements; the imposition of new, additional, or retaliatory tariffs, quotas, exchange controls, sanctions, trade barriers or other restrictions (including recent U.S. tariffs imposed or threatened to be imposed by the current U.S. presidential administration on China, Canada and Mexico and other countries and any retaliatory actions taken by such countries); and the withdrawal from or modification of trade agreements or the negotiation of new trade agreements, in countries where we operate, particularly in Mexico, Canada, China, and India, could impact the cost of our products, demand for our products and the competitive position of our products. Our largest global manufacturing facility is in San Luis Potosi, Mexico, and it supplies products to our U.S. market. There can be no assurance that the consequences of these actions, given our global operations, will not have a material adverse effect upon our business, financial condition, results of operations or cash flows.

**Political, economic and social uncertainty in geographies where we have significant operations or large offerings of our products could significantly change the dynamics of our competition, customer and end-user base and product offerings and impact our growth opportunities globally.**

Our business is subject to the political, economic and other risks that are inherent in operating in numerous countries, including:

- public health crises, including the spread of a contagious disease, such as COVID-19 and other catastrophic events;
- the difficulty of enforcing agreements and collecting receivables through foreign legal systems;
- trade protection measures and import or export licensing requirements;
- the imposition of taxes on foreign income and tax rates in certain foreign countries that exceed those in the U.S.;
- the imposition of tariffs, exchange controls, sanctions or other restrictions;
- difficulty in staffing and managing widespread operations and the application of foreign labor regulations;
- required compliance with a variety of foreign laws and regulations; and
- changes in general economic and political conditions, including changes in relationship with the U.S. in countries where we operate, particularly in Mexico, Canada, China, India and other emerging markets.

As we continue to operate and grow our business globally, our success will depend, in part, on our ability to anticipate and effectively manage these and other related risks. There can be no assurance that the consequences of these and other factors relating to our multinational operations will not have a material adverse effect upon our business, financial condition, results of operations or cash flows.

In addition, there continues to be significant uncertainty about the future relationships between the U.S. and China, including with respect to trade policies, treaties, government regulations and tariffs.

We currently have significant operations in China, including a joint venture and our wholly-owned subsidiary Cummins Filtration China. For the year ended December 31, 2023, total sales in China, including consolidated and non-consolidated sales from our joint venture, were approximately \$265.1 million, an increase of \$32.1 million compared to approximately \$233.0 million for the year ended December 31, 2022. In the first half of 2022, the resurgence of COVID-19 in China led to lockdowns in several cities that negatively impacted the economy and our end markets. Among the cities impacted by these lockdowns was Shanghai, which resulted in the shutdowns of us and our China joint ventures' Shanghai-based facilities, and the results from our China operations were adversely impacted in 2023 as a result of general market conditions in China. Equity, royalty and interest income from our China joint venture for the year ended December 31, 2023 was \$5.9 million, an increase of \$0.6 million compared to \$5.3 million for the year ended December 31, 2022. In addition, any increased trade barriers or restrictions on global trade, especially trade with China, could adversely impact our competitive position, business, financial condition, results of operations or cash flows.

**Risks arising from uncertainty in worldwide and regional market and economic conditions may harm our business and make it difficult to project long-term performance.**

Our business is sensitive to global macroeconomic conditions. Future macroeconomic downturns may have an adverse effect on our business, financial condition, results of operations or cash flows, as well as on our distributors, customers, end-users and suppliers, and on activity in many of the industries and markets we serve. Among the economic factors which may have such an effect are: public health crises such as pandemics and epidemics, currency exchange rates, difficulties entering new markets, tariffs and governmental trade and monetary policies, and general economic conditions such as inflation, deflation, interest rates and credit availability.

For example, as a result of the global economic downturn triggered by the COVID-19 pandemic, we experienced a 3.8% decline in net sales during 2020 compared to the previous year. Most economies across the world slowed and, although we saw a recovery in 2021 (16.7% growth in net sales in 2021 compared to 2020), 2022 (8.6% growth in net sales in 2022 compared to 2021) and 2023 (4.2% growth in net sales in 2023 compared to 2022), there is still uncertainty as to whether the recovery will be sustained. If any or all of these major markets that we sell to were to endure a continued slowdown or recession, including as a result of a new outbreak of a global pandemic, other public health crises, economic disruption or otherwise decline, it could have a material adverse effect on our business, financial condition, results of operations, and cash flows. Additionally, in response to rising rates of inflation, the Federal Reserve Board increased the benchmark federal funds interest rates multiple times during the year ended December 31, 2023 but has signaled that there may be benchmark federal funds interest rate reductions in 2024. This rate environment and the speed with which it has been occurring, or could occur in the future, could have a material adverse effect on our business, financial condition, results of operations or cash flows.

In addition, we face several risks associated with international business and are subject to global events beyond our control, including war, trade disputes, economic sanctions, trade wars and their collateral impacts and other international events. Any of these events could have a material adverse effect on our reputation, business, financial condition, results of operations or cash flows. There may be changes to our business if there is instability, disruption or destruction in a significant geographic region, regardless of cause, including war, terrorism, riot, civil insurrection or social unrest; and natural or man-made disasters, including famine, flood, fire, earthquake, storm or disease.

#### **Risks Related to our Relationship with Cummins**

**As a result of the Separation, we lost Cummins' reputation, economies of scale, capital base and other resources and may experience difficulty operating as a standalone company.**

Our association with Cummins has contributed to the relationships we have with certain significant customers and suppliers due to the relationship those customers and suppliers had with Cummins. Cummins cooperated in selling our products to Cummins' customers. After the Separation, we may not be able to attract new customers of Cummins, or retain existing customers, without Cummins' support. If this occurs, it could result in reduced sales of our products.

The loss of Cummins' scale, capital base and financial strength may also prompt suppliers to reprice, modify or terminate their relationships with us, in particular if such suppliers had placed a premium on the Cummins brand or our relationship with Cummins. In addition, Cummins' reduction of its ownership of us could potentially cause some of our existing agreements and licenses to be terminated. We cannot predict with certainty the effect that the Separation will have on our business, our clients, vendors or other persons, or whether our Fleetguard brand will experience dilution in the marketplace.

Further, because we have limited experience operating as a standalone company following the Separation, we may encounter difficulties doing so in the future. For example, if we do not accurately estimate the level of resources required to operate as a standalone company, we may need to acquire additional assets and resources, which could be costly, and in connection with the Separation, may also face difficulty in separating certain aspects of our business from Cummins, including incurring accounting, tax, legal and other professional services costs, recruiting and relocation costs associated with hiring or reassigning our personnel, costs related to establishing a new brand identity in the marketplace and costs to separate information systems and creating standalone administrative units in our business post-separation. Our business, financial condition, results of operations or cash flows could be materially adversely affected if we have difficulty operating as a standalone company.

**We, or Cummins, may fail to perform under various transaction agreements that were executed as part of the IPO or we may fail to have necessary systems and services in place when certain of the transaction agreements expire.**

The separation agreement and other agreements entered into in connection with the IPO determined the allocation of assets and liabilities between Cummins and us following the IPO for those respective areas and include certain indemnifications related to liabilities and obligations. The transition services agreement provides for the performance of certain services by Cummins and us for the benefit of the other for a period of time after the IPO. We will rely on Cummins to satisfy Cummins' performance and payment obligations under these agreements. If Cummins is unable to satisfy its obligations under these agreements, including its indemnification obligations, we could incur operational difficulties or losses. If we do not have in place our own systems and services, or if we do not have agreements with other providers of these services once certain transaction agreements expire,

we may not be able to operate our businesses effectively and our business, financial condition, results of operations or cash flows could be materially adversely affected. We are in the process of creating our own, or engaging third parties to provide, systems and services to replace many of the systems and services that Cummins currently provides to us. However, we may not be successful in implementing these systems and services or in transitioning data from Cummins' systems to us. In addition, we have historically received certain informal support from Cummins, including customer relationship management, marketing, communications, technical support, market intelligence and market data, which may not be addressed in our transition services agreement. The level of this informal support may be eliminated following the Separation.

**We also have established or expanded our own tax, treasury, internal audit, investor relations, corporate governance and listed company compliance and other corporate functions. We have been incurring and expect to continue incurring one-time costs to replicate, or outsource from other providers, these corporate functions to replace the corporate services that Cummins historically provided us prior to the IPO. Any failure or significant downtime in our own financial, administrative or other support systems or in the Cummins financial, administrative or other support systems during the transitional period during which Cummins provides us with support could negatively impact our results of operations or prevent us from paying our suppliers and employees, executing business combinations and foreign currency transactions or performing administrative or other services on a timely basis, which could have an adverse effect on our business, financial condition, results of operations or cash flows.**

In particular, our day-to-day business operations rely on our information technology systems. A significant portion of the communications among our personnel, customers and suppliers take place on our information technology platforms. We expect the separation of information technology systems from Cummins to be complex, time-consuming and costly. There is risk of data loss in the process of transferring information technology. As a result of our reliance on information technology systems, the cost of such information technology integration and transfer and any such loss of key data could have an adverse effect on our business, financial condition, results of operations or cash flows.

In addition, our historical consolidated financial statements include the attribution of certain assets and liabilities that historically have been held at the Cummins corporate level but which are specifically identifiable or attributable to the businesses transferred to us in connection with the Separation. The value of the assets and liabilities we assumed in connection with the Separation could ultimately be materially different than such attributions, which could have a material adverse effect on our business, financial condition, results of operations or cash flows.

***Certain of our executive officers and directors may have actual or potential conflicts of interest because of their equity interest in Cummins.***

**A majority of our current directors are employees of Cummins. Any director who is an employee of Cummins will own Cummins common stock or equity awards. Additionally, certain of our executive officers own Cummins common stock or equity awards. The position of such individuals and their ownership of any Cummins equity or equity awards create, or may create the appearance of, conflicts of interest when these individuals are faced with decisions that could have different implications for Cummins than for us.**

***Cummins and its directors and officers will have limited liability to us or you for breach of fiduciary duty.***

Subject to any contractual provision to the contrary, Cummins has no obligation to refrain from engaging in certain actions that may not be in our best interests.

**Under our amended and restated certificate of incorporation, neither Cummins nor any officer or director of Cummins, including our directors who are also Cummins employees, except as provided therein, will be liable to us or to our shareholders for breach of any fiduciary duty by reason of any of these activities.**

***Potential indemnification liabilities to Cummins pursuant to the separation agreement could materially and adversely affect our businesses, financial condition, results of operations and cash flows.***

The separation agreement, among other things, provides for indemnification obligations designed to make us financially responsible for liabilities that may exist relating to our business activities, whether incurred prior to or after the Separation. If we are required to indemnify Cummins under the circumstances set forth in the separation agreement, we may be subject to substantial liabilities.

***In connection with the Separation, Cummins has indemnified us for certain liabilities. However, there can be no assurance that the indemnity will be sufficient to insure us against the full amount of such liabilities, or that Cummins' ability to satisfy its indemnification obligation will not be impaired in the future.***

Pursuant to the separation agreement and certain other agreements with Cummins, Cummins agreed to indemnify us for certain liabilities as discussed further in "Agreements Between Cummins and Atmus and Other Related Party Transactions — Relationship between Atmus and Cummins — Separation Agreement — Release of Claims and Indemnification." However, third parties could also seek to hold us responsible for any of the liabilities that Cummins has agreed to retain, and there can be no assurance that the indemnity from Cummins will be sufficient to protect us against the full amount of such liabilities, or that Cummins will be able to fully satisfy its indemnification obligations. In addition, Cummins' insurance will not necessarily be available to us for liabilities associated with occurrences of indemnified liabilities prior to the IPO, and in any event Cummins' insurers may deny coverage to us for liabilities associated with certain occurrences of indemnified liabilities prior to the IPO. Moreover, even if we ultimately succeed in recovering from Cummins or such insurance providers any amounts for which we are held liable, we may be temporarily required to bear these losses. Each of these risks could negatively affect our business, financial condition, results of operations or cash flows.

***We may have received better terms from unaffiliated third parties than the terms we received in our agreements with Cummins.***

The agreements we entered with Cummins in connection with the separation, including the separation agreement, transition services agreement, employee matters agreement, tax matters agreement, intellectual property license agreement, first-fit supply agreement, aftermarket supply agreement, transitional trademark license agreement and the registration rights agreement, were prepared in the context of our separation from Cummins while we were still a wholly-owned subsidiary of Cummins. Accordingly, during the period in which the terms of those agreements were prepared, we did not have an independent board of directors or a management team that was independent of Cummins. As a result, the terms of those agreements may not reflect terms that would have resulted from arm's-length negotiations between unaffiliated third parties. Arm's-length negotiations between Cummins and an unaffiliated third party in another form of transaction, such as a buyer in a sale of a business transaction, may have resulted in more favorable terms to the unaffiliated third party.

***Risks Related to our Capital Structure***

**Changes in the capital and credit markets may negatively affect our ability to access financing to support strategic initiatives.**

Disruption of the global financial and credit markets may have an effect on our long-term liquidity and financial condition. For example, the closures of Silicon Valley Bank and Signature Bank in March 2023 and their placement into receivership with the Federal Deposit Insurance Corporation created financial institution liquidity risk and concerns. Our operations, investment opportunities, access to capital and ability to enforce the obligations of counterparties may be adversely affected by disruptions to the banking system and other financial market volatility. There can be no assurance that the cost or availability of future borrowings will not be impacted by future capital market disruptions. Our term loan agreement and revolving credit facility each contain covenants to maintain certain financial ratios that, under certain circumstances, could restrict our ability to incur additional indebtedness, make investments and other restricted payments, create liens and sell assets.

**We have substantial indebtedness consisting of the term loan and the revolving credit facility, and may incur substantial additional debt from time to time, which may impact our ability to service all our indebtedness and react to changes in our industry and limit our ability to seek further financing on favorable terms.**

We have approximately \$600 million \$592.5 million of outstanding indebtedness consisting of proceeds of the term loan and amounts drawn under the revolving credit facility as of December 31, 2023 December 31, 2024. See "Description of Material Indebtedness of Atmus."

Our ability to make scheduled payments on or refinance our debt obligations depends on our financial condition and operating performance, which are subject to prevailing economic and competitive conditions and to certain financial, business, legislative, regulatory and other factors beyond our control. We may be unable to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal and interest on our indebtedness.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to dispose of material assets or operations, alter our dividend policy, seek additional debt or equity capital or restructure or refinance our indebtedness. We may not be able to effect affect any such alternative measures on commercially reasonable terms or at all and, even if successful, those alternative actions may not allow us to meet our scheduled debt service obligations. The instruments that will govern our indebtedness may restrict our ability to dispose of assets and may restrict the use of proceeds from those dispositions and may also restrict our ability to raise debt or equity capital to be used to repay other indebtedness when it becomes due. We may not be able to consummate those dispositions or to obtain proceeds in an amount sufficient to meet any debt service obligations when due.

In addition, we conduct operations through our subsidiaries and joint ventures. Accordingly, repayment of our indebtedness will depend on the generation of cash flow by these entities, and their ability to make such cash available to us, by dividend, debt repayment or otherwise. These entities may not have any obligation to pay amounts due on our indebtedness or to make funds available for that purpose. These entities may not be able to, or may not be permitted to, make adequate distributions to enable us to make payments in respect of our indebtedness. Each of these entities is a distinct legal entity and, under certain circumstances, legal, tax and contractual restrictions may limit our ability to obtain cash from them. In the event that we do not receive distributions from these entities, we may be unable to make required principal and interest payments on our indebtedness.

Our inability to generate sufficient cash flows to satisfy our debt obligations, or to refinance our indebtedness on commercially reasonable terms or at all, may materially adversely affect our business, financial condition, results of operations and cash flows and our ability to satisfy our obligations under our indebtedness or pay dividends on our common stock.

We may incur substantial additional debt from time to time, including secured indebtedness, to finance working capital, capital expenditures, research and development, investments or acquisitions or for other purposes. If we do so, the risks related to our high level of debt could intensify. Specifically, our high level of debt could have important consequences, including:

- making it more difficult for us to satisfy our obligations with respect to our debt;
- limiting our ability to obtain additional financing to fund future working capital, capital expenditures, business development or other general corporate requirements, including dividends;
- increasing our vulnerability to general adverse economic and industry conditions;
- exposing us to the risk of increased interest rates as certain of our borrowings are and may in the future be at variable rates of interest;
- limiting our flexibility in planning for and reacting to changes in our industry;
- impacting our effective tax rate; and
- increasing our cost of borrowing.

**Substantially all of our assets, subject to certain exceptions, are pledged as security for our term loan and revolving credit facility, and if we default on our obligations, we may suffer adverse consequences, including foreclosure on our assets.**

In connection with the revolving credit facility and term loan, we signed a pledge and security agreement, whereby all of our assets, subject to certain exceptions, are pledged as collateral to secure borrowings thereunder. If we default on our obligations under such facilities, the lenders may have the right to foreclose upon and sell, or otherwise transfer, the collateral subject to their security interests or their superior claim. In such event, we may be forced to sell our investments to raise funds to repay our outstanding borrowings in order to avoid foreclosure and these forced sales may be at times and at prices we would not consider advantageous. Moreover, such deleveraging of us could significantly impair our ability to effectively operate our business in the manner in which we intend to operate. As a result, we could be forced to curtail or cease new investment activities and lower or eliminate any dividends that we may pay to our shareholders in the future.

In addition, if the lenders exercise their right to sell the assets pledged under our secured credit facilities, such sales may be completed at distressed sale prices, thereby diminishing or potentially eliminating the amount of cash available to us after repayment of the amounts outstanding under such facilities.

## Risks Related to Ownership of our Common Stock

**The price of our common stock may fluctuate substantially, and you could lose all or part of your investment in our common stock as a result.**

Our common stock has a limited trading history and there may be wide fluctuations in the market value of our common stock as a result of many factors. From our IPO through February 13, 2024, the sales price of our common stock as reported by the New York Stock Exchange (the "NYSE") has ranged from a low sales price of \$18.21 on November 1, 2023 to a high sales price of \$25.39 on December 15, 2023. Factors that may cause the market price of our Common Stock common stock to fluctuate, some of which may be beyond our control, include:

- Our quarterly or annual earnings, or those of other companies in our industry;
- actual or anticipated fluctuations in our operating results;

- changes in earnings estimated by securities analysts or our ability to meet those estimates;
- the operating and stock price performance of other comparable companies;
- changes to the regulatory and legal environment in which we operate;
- overall market fluctuations and domestic and worldwide economic conditions; and
- other factors described in these "Risk Factors" and elsewhere in this Annual Report on Form 10-K.

Stock markets in general have experienced volatility that has often been unrelated to the operating performance of a particular company. These broad market fluctuations may adversely affect the trading price of our Common Stock common stock. In the past, following periods of volatility in the overall market and the market price of a company's securities, securities class action litigation has often been instituted against these companies. Such litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

**We Our stock repurchase program could affect the price of our common stock and may be suspended or terminated at any time, which may result in a decrease in the trading price of our common stock.**

Our repurchase program does not have an expiration date and we are not yet determined whether obligated to repurchase a specified number or dollar value of shares. Further, our stock repurchase program may be suspended, delayed or discontinued at any time, which could cause the market price of our common stock to decline. Repurchases pursuant to our stock repurchase program could affect our stock price and the existence of our stock repurchase program could also cause our stock price to be higher than it would be in the absence of such a program. There can be no assurance that any stock repurchases will enhance stockholder value because the market price of our common stock may decline below the levels at which we will pay any repurchased shares of common stock.

**We cannot guarantee the payment of dividends on our common stock, or the timing, or amount of any such dividends.**

We have not yet determined whether or the extent no obligation to which we will pay any dividends on continue paying a quarterly cash dividend to holders of our common stock, stock, and our dividend policy may change at any time without notice to our stockholders. The declaration, amount and payment of any dividends in the future dividends to our stockholders, and the timing and amount thereof, will be at fall within the discretion of our board of directors in accordance with applicable law, directors. Our board of directors may take into account general economic and business conditions, our financial condition and operating results, our available cash and current and anticipated cash needs, capital requirements, contractual, legal, tax and regulatory restrictions and implications on directors' decisions regarding the payment of dividends by us to will depend on many factors, such as our shareholders or by financial condition, earnings, capital requirements, debt service obligations, restrictive covenants in the agreements governing our subsidiaries to us, indebtedness, general economic business conditions, industry practice, legal requirements and such other factors as that our board of directors may deem relevant. Our ability to pay dividends will depend on our ongoing ability to generate cash from operations and on our access to the capital markets. We cannot assure you that we will pay a our anticipated dividend in the future same amount or continue to pay any dividends if it commences paying dividends frequency, or at all, in the future.

**Applicable laws and regulations, provisions of our amended and restated certificate of incorporation and bylaws and certain contractual rights granted to Cummins may discourage takeover attempts and business combinations that shareholders might consider in their best interests.**

Applicable laws, provisions of our amended and restated certificate of incorporation and bylaws and certain contractual provisions under the separation agreement that may delay, deter, prevent or render more difficult a takeover attempt that our shareholders might consider in their best interests. For example, they may prevent our shareholders from receiving the benefit from any premium to the market price of our Common Stock common stock offered by a bidder in a takeover context. Even in the absence of a takeover attempt, the existence of these provisions may adversely affect the prevailing market price of our Common Stock common stock if they are viewed as discouraging takeover attempts in the future.

Our amended and restated certificate of incorporation and bylaws provide provisions that are intended to encourage prospective acquirers to negotiate with our board of directors and management team, rather than to attempt a hostile takeover, which could deter coercive takeover practices and inadequate takeover bids. These provisions provide for:

- a classified board of directors, with our board of directors divided into three classes and with each class serving a staggered three-year term;

- advance notice requirements regarding how our shareholders may present proposals or nominate directors for election at shareholder meetings (except for Cummins' designation of persons for nomination by the board of directors); meetings;
- the right of our board of directors to issue one or more series of preferred stock with such powers, rights and preferences as the board of directors shall determine;
- after Cummins no longer owns a majority of the outstanding shares of our Common Stock, the inability of shareholders to call special meetings of shareholders and the requirement that all shareholder action be taken at a meeting rather than by written consent;

• after Cummins no longer owns a majority of the outstanding shares of our Common Stock, our directors may be removed only for cause and only by a 75% shareholder vote; and

• a 75% shareholder vote requirement to amend the section of our amended and restated certificate of incorporation and bylaws related to (i) our board of directors, including related to our classified board of directors and the removal of directors only for cause; (ii) our shareholders, including related to the inability of shareholders to call special meetings of shareholders and the inability of shareholders to act by written consent; and (iii) the ability of our board of directors and our shareholders to amend or repeal our bylaws.

Under the tax matters agreement with Cummins, we are subject to certain restrictions, including restrictions on our ability to enter into acquisition, merger, liquidation, sale and stock redemption transactions with respect to our stock. These restrictions may limit our ability to pursue certain strategic transactions or other transactions that it may believe to be in the best interests of our shareholders or that might increase the value of our business.

We are also subject to Section 203 of the Delaware General Corporation Law (the "DGCL"), an anti-takeover statute. In general, Section 203 of the DGCL prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years following the time the person became an interested stockholder.

These limitations may adversely affect the prevailing market price and market for our Common Stock if they are viewed as limiting the liquidity of our stock or discouraging takeover attempts in the future.

***The provision of our amended and restated certificate of incorporation designating the Court of Chancery in the State of Delaware and the federal district courts for the District of Delaware as the exclusive forums for certain types of lawsuits may have the effect of discouraging lawsuits against our directors and officers.***

Our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, to the extent permitted by law, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware) shall be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of us, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of us to us or our shareholders, (iii) any action arising pursuant to any provision of the DGCL, our amended and restated certificate of incorporation or our bylaws or (iv) any action asserting a claim governed by the internal affairs doctrine. It further provides that, unless we consent in writing to the selection of an alternative forum, to the extent permitted by law, the federal district courts of the U.S. shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended (the "Securities Act"). The exclusive forum clauses described above shall not apply to suits brought to enforce a duty or liability created by the Securities Exchange Act of 1934, as amended (the "Exchange Act") or any other claim for which the federal courts have exclusive jurisdiction. Any person or entity purchasing or otherwise acquiring any interest in shares of our common stock will be deemed to have notice of, and consented to, the exclusive forum provisions in our amended and restated certificate of incorporation.

Although we believe these provisions benefit us by providing increased consistency in the application of applicable law in the types of lawsuits to which they apply, the provisions may have the effect of discouraging lawsuits against our directors and officers and may limit a shareholder's ability to bring a claim in a judicial forum it finds favorable for disputes with us or our directors, officers or employees. The enforceability of similar choice of forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings and there is uncertainty as to whether a court would enforce such provisions, in particular with respect to causes of action arising under the Securities Act. In addition, investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. It is possible that, in connection with any applicable action brought against us, a court could find the choice of forum provisions contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in such action. If so, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business, financial condition, results of operations or cash flows.

***The price of our common stock may fluctuate substantially.***

You should consider an investment in our common stock to be risky and you should invest in our Common Stock only if you can withstand a significant loss and wide fluctuations in the market value of your investment. Some factors that may cause the market price of our common stock to fluctuate, in addition to the other risks mentioned in this Section of the Annual Report on Form 10-K, are:

- Our announcements or our competitors' announcements regarding new products, enhancements, significant contracts, acquisitions or strategic investments;
- changes in earnings estimates or recommendations by securities analysts, if any, who cover our common stock;
- failure to meet external expectations or management guidance;

- fluctuations in our quarterly financial results or the quarterly financial results of companies perceived to be similar to us;
- changes in our capital structure or dividend policy, including as a result of the Separation, future issuances of securities, sales of large blocks of common stock by our shareholders, including Cummins, or our incurrence of additional debt;
- reputational issues;
- changes in general economic and market conditions in or any of the regions in which we conduct our business;
- changes in industry conditions or perceptions;
- changes in applicable laws, rules or regulations and other dynamics; and
- announcements or actions taken by Cummins as our principal shareholder.

In addition, if the market for stocks in our industry or related industries, or the stock market in general, experiences a loss of investor confidence, the trading price of our Common Stock could significantly decline for reasons unrelated to our business, financial condition, results of operations or cash flows. If any of the foregoing occurs, it could cause our stock price to fall and may expose us to lawsuits that, even if unsuccessful, could be costly to defend and a distraction to management and could also require us to make substantial payments to satisfy judgments or settle litigation.

*Our historical consolidated financial statements are not necessarily representative of the results we would have achieved as a standalone company and may not be a reliable indicator of our future results.*

Our historical consolidated financial statements included in this Annual Report on Form 10-K do not reflect the financial condition, results of operations or cash flows we would have achieved as a standalone company during the periods presented or those it will achieve in the future. This is primarily the result of the following factors:

- Prior to the Separation, our business was operated by Cummins as part of its broader corporate organization, rather than as an independent, publicly traded company. Cummins or one of its affiliates performed various corporate functions that are provided on a centralized basis within Cummins, such as expenses for executive oversight, treasury, legal, finance, human resources, tax, internal audit, financial reporting, information technology and investor relations that may be higher or lower than the comparable expenses we would have actually incurred, or will incur in the future, as a standalone company;
- Significant increases have occurred in our cost structure as a result of the IPO, including costs related to public company reporting, investor relations and compliance with the Sarbanes-Oxley Act;
- Our historical consolidated financial statements reflect the direct and indirect costs for the services historically provided by Cummins. Following the completion of the IPO, Cummins currently provides some of these services to us on a transitional basis pursuant to the Transition Services Agreement. Our historical consolidated financial statements do not reflect our obligations under the various transitional agreements we entered into with Cummins in connection with the Separation. At the end of the transitional periods specified in these agreements, we will need to perform these functions **itself** **ourselves** or hire third parties to perform these functions on **its** **our** behalf, and these costs may exceed the comparable expenses we have incurred in the past;
- Our working capital requirements and capital expenditures have historically been satisfied as part of Cummins' corporate-wide cash management and centralized funding programs, and Atmus' cost of debt and other capital may differ from the historical amounts reflected in Atmus' historical consolidated financial statements;
- Our cost of debt and capital structure will be different from that reflected in our historical consolidated financial statements; and
- The IPO and the Separation may have a material effect on our customers and other business relationships, including supplier relationships, and may result in the loss of preferred pricing available by virtue of our reduced relationship with Cummins.

Our financial condition and future results of operations will be materially different from amounts reflected in our historical consolidated financial statements included elsewhere in this Annual Report on Form 10-K. As a result of the Separation, it may be difficult for investors to compare our future results to historical results or to evaluate our relative performance or trends in our business.

**The obligations associated with being an independent, publicly traded company will require significant resources and management attention.**

We are subject to reporting and other obligations under the Exchange Act, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the rules and regulations of the SEC and the NYSE. As an independent, publicly traded company, we are required to:

- prepare and distribute periodic reports, proxy statements and other shareholder communications in compliance with the federal securities laws and rules;
- have our own board of directors and committees thereof, which comply with federal securities laws and rules and applicable NYSE requirements;
- maintain an internal audit function;

- institute our own financial reporting and disclosure compliance functions;
- establish an investor relations function; and
- establish internal policies, including those relating to trading in our securities and disclosure controls and procedures.

These reporting and other obligations place significant demands on our management, diverting their time and attention from sales-generating activities to compliance activities, and require increased administrative and operational costs and expenses that we did not incur prior to the IPO, which could adversely affect our business, financial condition, results of operations or cash flows.

#### Item 1B. Unresolved Staff Comments

None.

#### Item 1C. Cybersecurity

Our management and board of directors (the "Board") recognize the importance of maintaining the capacity, reliability and security of our information technology environment and data security infrastructure to deliver on the expectations, and maintain the trust and confidence, of our customers, clients, business partners, employees and investors. The Board is actively involved in our risk management practices, including oversight of our overall enterprise risk management ("ERM") framework, in which cybersecurity risk management is reviewed by the ~~board~~ Board on at least ~~on~~ an annual basis. Our cybersecurity and privacy programs align with the recognized frameworks established by the National Institute of Standards and Technology and leverage the International Organization for Standardization and other applicable industry standards. The focus of our cybersecurity program is preserving the confidentiality, security and availability of our systems and data, preventing and mitigating cybersecurity threats and effectively responding to cybersecurity incidents when they occur.

#### Cybersecurity Risk Management and Strategy

We have established and implemented processes to assess, identify and manage material cybersecurity risks. Cybersecurity risks are assessed, identified, and managed by our Executive Director of Global Cybersecurity and Infrastructure, with direct supervision by our Vice President and Chief Information Officer ("CIO") and with the assistance of our internal audit and legal teams. Our Executive Director of Global Cybersecurity and Infrastructure shares information regarding such risks with our management's senior level information security council (the "Information Security Council"), which consists of our CIO, Senior Vice President and Chief Financial Officer, Vice President and Chief Technical Officer, Senior Vice President and Chief Legal Officer & Corporate Secretary (currently vacant), Vice President of Strategy and Director of Internal Audit & Enterprise Risk Management, and which supports the Audit Committee's oversight of cybersecurity risk, including by providing regular reports on various cybersecurity matters.

We have in place robust physical, technical, administrative, and organizational controls for the securing of our information systems.

We maintain a comprehensive, risk-based, third-party risk management process to identify, assess and manage cybersecurity risks associated with third-party service providers. Third-party service providers undergo thorough pre-engagement due diligence, including security and privacy assessments. All contracts with such third-party service providers are required to enter into contracts containing contain security and data processing terms no less stringent than those employed by us in safeguarding our own data. Any third-party service providers with access to confidential or sensitive data are subject to ongoing oversight activities, including assessments and audits, throughout the lifetime of the engagement.

Additionally, we maintain a ~~comprehensive an~~ incident response plan (the "Incident Response Plan"), which establishes a comprehensive, effective, and repeatable process for identifying, escalating and responding to cybersecurity incidents. We test and evaluate the Incident Response Plan, including contingency and recovery plans, on a regular basis, and we develop, implement and review contingency and recovery plans for information systems, both internal and vendor managed. The results of such assessments drive changes and enhancements to governance, policies, procedures, technologies, and partner decisions to continuously monitor and improve our cybersecurity risk management. The Information Security Council practiced practices the procedures of the Incident Response Plan through ~~a tabletop exercise~~ exercises facilitated by external ~~consultants in October 2023, and a similar exercise is planned for the Board during 2024~~ consultants. We also leverage third-party support, including vendors, consultants, and assessors, to analyze risk exposure, to identify remediation opportunities and to reduce our overall cybersecurity risk.

Previous cybersecurity incidents have not materially affected us, including our business strategy, financial condition, results of operations or cash flows. However, risks from cybersecurity threats, including but not limited to security breaches, computer malware, ransom attacks, other cyber-attacks, or other similar threats may materially affect us, including our business, financial condition, results of operations or cash flows.

#### Governance

The Board oversees the Company's overall ERM process, including the management of risks arising from cybersecurity threats. The Audit Committee is responsible for overseeing our risk exposure to information security, cybersecurity, and data protection, as well as the steps management has taken to monitor and control such exposures, and regularly provides reports to the Board on cybersecurity risk management. The Audit Committee Charter ~~was amended in October 2023 to explicitly set~~ sets forth the Audit Committee's responsibility for such oversight. The Audit Committee receives regular presentations and reports from our Executive Director of Global Cybersecurity and Infrastructure and our CIO on cybersecurity risks and prompt and timely information regarding any cybersecurity incident that meets established reporting thresholds. Our Information Security Council Executive Director of Cybersecurity and Infrastructure and our CIO also report to the Board at least annually and to Audit Committee at least quarterly ~~on data protection and current internal and external developments in cybersecurity, as part of the Board's enterprise risk management review, and the Board receives reports of~~ Audit Committee discussions regarding its oversight of cybersecurity risk. We have protocols by which certain cybersecurity incidents that meet established reporting thresholds are escalated internally and, where appropriate, reported to the Audit Committee or the Board in a timely manner.

Our Global Cybersecurity Operations function is a global team led by our Executive Director of Global Cybersecurity and Infrastructure, who reports to our CIO. In turn, our CIO reports to our Chief Executive Officer. The Information Security Council provides additional oversight for assessing and managing cybersecurity risk.

Our Executive Director of Global Cybersecurity and Infrastructure has over 15 years of cybersecurity and information technology experience, including as Director of Cybersecurity for various institutions. Our Executive Director of Global Cybersecurity and Infrastructure has a Bachelor of Science in Information Science and Technology and a master's degree in information sciences, cybersecurity, and information assurance, and he has a Certified Information Systems Security Professional certification, a GIAC

Information Security Professional certification and a CompTIA Network+ ce certification. Our CIO has over 25 years of cybersecurity and information technology experience, including serving in the information technology function at Cummins Inc., where she served as the information technology leader in for Cummins Filtration Inc., and as a programmer, analyst and information technology architect. Our CIO holds an undergraduate degree in business administration with emphasis in management information systems. Our Chief Financial Officer, Chief Technical Officer, Chief Legal Officer, VP Each of Vice President the other members of Strategy and Director of Internal Audit & Enterprise Risk Management each the Information Security Council have relevant educational and industry experience, including managing risks at our Company and at similar companies, including risks arising from cybersecurity threats. companies.

## Item 2. Properties

Atmus maintains strong global customer relationships, supported by an established salesforce with work locations in over 25 countries as of December 31, 2024. Also, as of December 31, 2024, Atmus operates through 11 distribution centers, 10 manufacturing facilities and five technical facilities plus 10 manufacturing facilities and two technical facilities operated by its joint ventures, giving Atmus presence on six continents. Our corporate headquarters are located in Nashville, Tennessee. We also have 11 distribution centers (as of December 31, 2023), four of which are currently shared with Cummins while we transition to standalone sites. We also have global administrative, engineering and research facilities around the world, including in the United States, China and India. Our manufacturing and distribution activities are located throughout the world and we consider our properties to be suitable for their present purposes, well-maintained and in good operating condition. In 2023, we moved each of our technical facilities in Wuhan, China and Pune, India to new locations with expanded square footage and opened a new manufacturing facility in Mado, South Korea.

Our headquarters and principal facilities are as follows:

Facility Type	U.S. Facilities	Facilities Outside the U.S.
<b>Headquarters</b>	<b>Tennessee:</b> Nashville (30,500 square feet), leased.	
<b>Manufacturing</b>	<b>Wisconsin:</b> Neillsville (166,000 square feet), owned.	<b>Australia:</b> Kilsyth (129,000 square feet), leased. <b>Brazil:</b> São Paulo (76,000 square feet), leased. <b>China:</b> Shanghai (109,000 square feet), leased. <b>Mexico:</b> San Luis Potosi (472,000 square feet), leased. <b>South Africa:</b> Johannesburg (30,200 square feet), leased. <b>South Korea:</b> Mado (95,000 square feet), leased (under development); leased; Suwon (64,000 square feet), owned.
<b>Technology</b>	<b>Wisconsin:</b> Stoughton (59,000 square feet), leased.	<b>China:</b> Wuhan (23,000 square feet), leased. <b>India:</b> Pune (20,500 square feet), leased.
<b>Manufacturing and technology</b>	<b>Tennessee:</b> Cookeville (385,000 square feet), leased.	<b>France:</b> Quimper (98,000 square feet), owned.

## Item 3. Legal Proceedings

The matters described under *Legal Proceedings* in Note 14, *Commitments and Contingencies* to the Consolidated Financial Statements are incorporated herein by reference.

## Item 4. Mine Safety Disclosures

Not applicable.

## PART II

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

The Company's common stock is traded on the New York Stock Exchange under the symbol "ATMU." As of February 9, 2024 January 31, 2025, there were 29 registered shareholders of common stock. This does not include the number of persons whose stock is in nominee or "street" name accounts through brokers.

We have not yet determined whether or the extent to which we will pay any dividends on our common stock. The declaration, amount and payment of any future dividends will be at the discretion of our board of directors in accordance with applicable law. Our board of directors may take into account general economic and business conditions, our financial condition and operating results, our available cash and current and anticipated cash needs, capital requirements, contractual, legal, tax and regulatory restrictions and implications on the payment of dividends by us to our stockholders or by our subsidiaries to us, and such other factors as our board of directors may deem relevant. Our ability to pay dividends will depend on our ongoing ability to generate cash from operations and on our access to the capital markets. We cannot guarantee that we will pay a dividend in the future or continue to pay dividends if we commence paying dividends.

We did not sell any equity securities during 2023 2024 in offerings that were not registered under the Securities Act.

We did not purchase any shares Our stock repurchase activity for each of our common stock during the three months in the quarter ended December 31, 2023 December 31, 2024 was:

Period	Issuer Purchases of Equity Securities			
	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs
October 1-31, 2024	—	\$ —	—	\$ 140.0
November 1-30, 2024	230,052	43.49	230,052	130.0
December 1-31, 2024	—	—	—	130.0
For the Quarter Ended December 31, 2024	230,052	\$ 43.49	230,052	

On July 17, 2024, our Board of Directors authorized a \$150 million share repurchase program. The program does not have an expiration date and may be suspended or discontinued at any time. Since the inception of the program, we repurchased approximately \$20.0 million of common stock pursuant to this authorization and as of December 31, 2024, we had approximately \$130.0 million of share repurchase authorization remaining. See related information in Note 16, *Share Repurchase Program*. While not considered repurchases of shares, the Company does at times withhold shares that would otherwise be issued under stock-based awards to pay the related taxes for grants of stock-based awards that vested.

#### Comparison of Cumulative Total Return

The following graph compares the cumulative total return on our common stock with the cumulative total return to the S&P 500 Index and S&P 500 Industrial Index. The graph assumes, in each case, that an initial investment of \$100 is made as of May 26, 2023, our first day of trading. The cumulative total return reflects market prices at the end of each quarter post May 26, 2023.



#### Item 6. Reserved

Reserved.

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

The discussion and analysis presented below provides information which management believes is relevant to an assessment and understanding of Atmus Filtration Technologies Inc. (the "Company," "Atmus," "we," "our" and "us") consolidated results of operations and financial condition. The discussion should be read in conjunction with Atmus' consolidated financial statements and notes thereto included elsewhere in this Annual Report on Form 10-K. This discussion contains forward-looking statements and involves numerous risks and uncertainties, including, but not limited to, those described under the heading "Risk Factors." Actual results may differ materially from those contained in any forward-looking statements. Unless the context otherwise requires, references in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" to "Atmus" is intended to mean the business and operations of Atmus Filtration Technologies Inc. and its consolidated subsidiaries.

The following is the discussion and analysis of changes in the financial condition and results of operations for the year ended December 31, 2024 compared to the year ended December 31, 2023 and the year ended December 31, 2023 compared to the year ended December 31, 2022 and the year ended December 31, 2022 compared to the year ended December 31, 2021.

#### Cautionary Note Regarding Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the safe harbor provisions of the United States Private Securities Litigation Reform Act of 1995, including, without limitation, those that are based on current expectations, estimates and projections about the industries in which we operate and management's views, plans, objectives, projections, beliefs and assumptions. Forward-looking statements may be identified by the use of words such as "anticipates," "expects," "forecasts," "intends," "plans," "believes," "seeks," "estimates," "could," "should," "may" or words of similar meaning. Examples of forward-looking statements include, but are not limited to, statements we make regarding the outlook for our future business and financial performance, discussions of future operations, impact of planned acquisitions and dispositions, our strategy for growth, product development activities, regulatory approvals, market position, expenditures and the effects of the Separation and IPO (each as defined in Note 1, *Description of the Business*, to our Consolidated Financial Statements included herein). These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions, which we refer to as "future factors," which are difficult to predict. If the underlying assumptions prove correct, or known or unknown risks or uncertainties materialize, our actual outcomes, results and financial condition may differ materially from what is expressed, implied or forecasted in such forward-looking statements. Risks and uncertainties include, but are not limited to:

- Significant customer concentration among Cummins, PACCAR, and the Traton Group;
- The loss of a top OEM relationship or changes in the preferences of Atmus' aftermarket end-users;
- **Atmus deriving** **Deriving** significant earnings from investees that Atmus does not directly control;
- Significant competition in the markets Atmus serves;
- Evolving customer needs and developing technologies;
- Reliance on Atmus' executive leadership and other key personnel;
- Strategic transactions, such as acquisitions, divestitures, and joint ventures;
- Management of productivity improvements;
- Work stoppages and other labor matters;
- Variability in material and commodity costs;
- Raw material, transportation and labor price increases and supply shortages;
- Complexity of supply chain and manufacturing;
- Atmus' customers operating in cyclical industries and the current economic conditions in these industries;
- Exposure to potential claims related to warranties and claims for support outside of standard warranty obligations;
- Products being subject to recall for performance or safety-related issues;
- Inability or failure to adequately protect and enforce Atmus' intellectual property rights and the cost of protecting or enforcing Atmus' intellectual property rights;
- **Ineffective internal control over financial reporting;**
- Unexpected events, including natural disasters;
- **Difficulty operating as a standalone company;**
- Sales of counterfeit versions of products, as well as unauthorized sales of products;
- Statutory and regulatory requirements that can significantly increase costs;
- Changes in international, national and regional trade laws, regulations and policies affecting international trade;
- Unanticipated changes in Atmus' effective tax rate, the adoption of new tax legislation or exposure to additional income tax liabilities, as well as audits by tax authorities resulting in additional tax payments for prior periods;
- Changes in tax law relating to multinational corporations;
- Significant compliance costs and reputational and legal risks imposed by Atmus' global operations and the laws and regulations to which these are subject;
- Effects of climate change may cause Atmus to incur increased costs;
- Operations being subject to increasingly stringent environmental laws and regulations as well as to laws requiring cleanup of contaminated property;
- Potential system or data security breaches or other disruptions;
- Dependence on information technology infrastructure and assets that are increasing in complexity;
- Foreign currency exchange rate;
- Potential economic downturns that could cause the balances of recorded goodwill to decrease;
- **Increased tariffs or the imposition of other barriers to international trade;**

- Political, economic, and social uncertainty in geographies where Atmus has significant operations or large offerings of products;
- Uncertain worldwide and regional market and economic conditions;
- The loss of Cummins' reputation, economies of scale, capital base and other resources as a result of the Separation from Cummins;
- Potential failure of performance by Atmus or Cummins under transaction agreements executed as part of the Separation;
- Actual or potential conflicts of interests for certain of Atmus' executive officers and directors because of their equity interests in Cummins;
- Limited liability to Atmus from Cummins and its directors for breach of fiduciary duty;
- Potential indemnification liabilities to Cummins pursuant to the separation agreement;
- Potential indemnification from Cummins may be insufficient to insure Atmus against the full amount of such liabilities;
- Terms from unaffiliated third parties may have been better than what Atmus received in agreements with Cummins;

- Changes in capital and credit markets;
- Substantial indebtedness consisting of Atmus' term loan and revolving credit facility, which may impact Atmus' ability to service all its indebtedness and react to changes in the industry; and
- Substantially all Atmus' assets being pledged as security for its term loan and revolving credit facility.

Additional information about these future factors and the material factors or assumptions underlying such forward-looking statements may be found under the section entitled *Risk Factors* in this Annual Report on Form 10-K. It is not possible to predict or identify all such factors, and the risks described above should not be considered a complete statement of all potential risks and uncertainties. Readers are urged to consider these factors carefully in evaluating forward-looking statements and are cautioned not to place undue reliance on forward-looking statements. The forward-looking statements made herein are made only as of the date hereof and we undertake no obligation to publicly update or to revise any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

## General Overview

### Company Overview

We are one of the global leaders of filtration products for on-highway commercial vehicles and off-highway agriculture, construction, mining and power generation vehicles and equipment. We design and manufacture advanced filtration products, principally under the Fleetguard brand, that provide superior asset protection and enable lower emissions. We estimate that approximately 19%<sup>14%</sup> of our net sales in 2023<sup>2024</sup> were generated through first-fit sales to OEMs, where our products are installed as components for new vehicles and equipment. We estimate that approximately 81%<sup>86%</sup> of our net sales in 2023<sup>2024</sup> were generated in the aftermarket, where our products are installed as replacement or repair parts, leading to a strong recurring revenue base. Building on our more than 65-year history, we continue to grow and differentiate ourselves through our global footprint, comprehensive offering of premium products, technology leadership and multi-channel path to market.

### Separation from Cummins

In April 2022, Cummins Inc. ("Cummins") announced its intention to separate its filtration business (the "Filtration Business") into a standalone publicly traded company (the "Separation"). We were incorporated in Delaware on April 1, 2022, as a wholly-owned subsidiary of Cummins, in anticipation of the Separation, and prior to the completion of our initial public offering (the "IPO"), Cummins completed, in all material respects, the transfer of the assets and liabilities of the Filtration Business to us and our subsidiaries.

Our Registration Statement on Form S-1, as amended, filed on May 16, 2023, was declared effective on May 25, 2023, and our common shares began trading on the New York Stock Exchange under the symbol "ATMU" on May 26, 2023. On May 30, 2023, the IPO was completed through Cummins' exchange of 16,243,070 shares of our common stock, including the underwriters' full exercise of their option to purchase 2,118,661 shares to cover over-allotments. None of the proceeds of the IPO were for the benefit of Atmus. As of the closing of the IPO, Cummins owned and continues to own, approximately 80.5% of the outstanding shares of our common stock.

On September 30, 2022, and as amended on February 15, 2023, Atmus entered into a \$1.0 billion credit agreement ("Credit Agreement") with Cummins and a syndicate of banks, providing for a \$600 million term loan facility (the "term loan") and a \$400 million revolving credit facility (the "revolving credit facility"), in anticipation of the Separation. Borrowings under the Credit Agreement did not become available until the IPO occurred. Upon completion of the IPO, we borrowed \$650 million, consisting of proceeds of the term loan and amounts drawn under the revolving credit facility, and paid such amounts to Cummins in partial consideration for the Separation.

In connection with the Separation, we entered into various agreements with Cummins, including a separation agreement. In the separation agreement, there were certain assets and liabilities identified in the schedules which were retained by Cummins, and those that were transferred to the Company. These agreements comprehensively provide a framework for our relationship with Cummins and govern various interim and ongoing relationships between us and Cummins post IPO.

On February 14, 2024, Cummins announced an exchange offer whereby Cummins shareholders could exchange all or a portion of Cummins common stock for shares of Atmus common stock owned by Cummins.

The divestiture of Atmus shares by Cummins was completed on March 18, 2024 and resulted in the full separation of Atmus and divestitures of Cummins' entire ownership and voting interest in Atmus ("Full Separation").

#### **Basis of Presentation**

For the periods prior to the IPO, the discussion below relates to the financial position and results of operations of a combination of entities under common control that have been "carved out" of Cummins' historical consolidated financial statements and accounting records. The historical combined financial statements reflect our historical financial position, results of operations and cash flows, in conformity with generally accepted accounting principles in the United States of America ("U.S. GAAP"). Refer to Note 2, *Basis of Presentation*, to the Consolidated Financial Statements included elsewhere in this report for additional information.

For the period subsequent to our IPO on May 26, 2023, as a standalone public company, we present our financial statements on a consolidated basis. The Consolidated Financial Statements have been prepared in conformity with U.S. GAAP. Refer to Note 2, *Basis of Presentation*, to the Consolidated Financial Statements included elsewhere in this report for additional information.

#### **Factors Affecting Our Performance**

Our financial performance depends, in large part, on varying conditions in the markets we serve. Demand in these markets tends to fluctuate in response to overall economic conditions. Our revenues may also be impacted by OEM inventory levels, production schedules, commodity prices, work stoppages and supply chain challenges. Economic downturns in markets we serve generally result in reduced sales of our products and can result in price reductions in certain products and/or markets. As a worldwide business, our operations are also affected by currency exchange rate changes, political and economic uncertainty, public health crises (epidemics or pandemics) and regulatory matters, including adoption and enforcement of environmental and emission standards in the countries we serve. Some of the more important factors affecting our performance are briefly discussed below.

##### **Market demand**

Aftermarket demand softened over the second half of 2023 while remained depressed in 2024 reflecting soft market conditions and first-fit demand remained resilient. We have continued to increase prices as a result of significant increases in our cost base, which has contributed to higher net sales in the year ended December 31, 2023. In 2024, we expect first-fit demand to soften across many of our key markets whereas the aftermarket is expected to recover, particularly in during the second half of 2024. It is uncertain when a recovery can be expected.

##### **Supply chain constraints**

We continue to experience Global supply chain disruptions, incremental costs and related challenges that unfavorably affect customer demand, its ability to meet customer demand and its production.

While overall supply chain conditions have substantially improved from a year ago, they continue to affect inventory and backlog levels, throughout our supply chain, they have largely stabilized with minimal disruptions now being experienced and backorders largely recovered. Our management team continues to monitor and evaluate all of these factors and the related impacts on of our business and operations, and we are diligently working to continue to minimize any supply chain impacts to our business and to our customers.customers.

##### **Commodity prices, labor, inflation and foreign currency exchange rates**

We continue to experience generally high inflation, though it has moderated have seen inflationary impacts largely subside in the second half of 2023, 2024. Direct material cost pressures, driven largely by steel, resin and other petrochemical products, have stabilized, but we continue to see impacts from labor and energy. Collectively, we realized lower material and freight costs which have driven a decrease in Cost of sales in 2023 and more than offset increases in other costs. To further mitigate these pressures, we instituted pricing actions throughout 2023, labor.

During 2023, 2024, our Selling, general and administrative expenses increased as a result of costs related to the Separation, inefficiencies due to delays in the execution of our IPO increased people-related and increased variable compensation costs, consulting expenses.

Additionally, the appreciation of the U.S. dollar against foreign currencies has had and could continue to have a negative an unfavorable impact on our consolidated results of operations due to translation impacts. Although we did see a slightly favorable impact on our results of operations in the second half of 2023, there 2024. There can be no assurances that as to the overall negative impact will not continue of foreign currency exchange rates on our results in 2024, 2025.

##### **Standalone costs**

We have incurred, and expect to continue to incur, additional costs associated with becoming a standalone public company. During the year ended **December 31, 2023**, we incurred approximately \$28.6 million of expenses, \$25.2 million related to one-time separation costs including \$10.8 million within Cost of sales and \$17.3 million \$14.5 million within Selling, general and administrative expenses in connection with becoming a standalone public company, and \$10.7 million within Cost of sales. We expect to incur additional one-time expenses of approximately \$5 million to \$15 million \$10 million in 2024 2025 in connection with becoming a standalone public company. In addition, we expect to incur capital expenditures in connection with the Separation of approximately \$5 million to \$10 million to \$20 million in 2024 2025. These expenses and capital expenditures primarily relate to the establishment of functions previously co-mingled with Cummins, such as information technologies, distribution centers, manufacturing and human resources. These expenses and capital expenditures are expected to be substantially complete by the end of 2024 but some expenses and capital expenditures may potentially be incurred in 2025. The actual amount of the expenses and capital expenditures we will incur as a stand-alone public company may be higher, perhaps significantly, from our current estimates for a number of reasons, including, among others, the final terms we are able to negotiate with service providers, as well as additional costs we may incur that we have not currently anticipated. Additionally, the actual timing of when we incur these incremental expenses may be different, perhaps significantly, from our current estimates for a number of reasons, including, among others, unforeseen events that may cause delays or interruptions in our plans or our service providers' ability to provide their services.

#### Results of Operations

Operating results were as follows (in millions, except per share amounts):

Years Ended December 31,				Years Ended December 31,				Favorable (Unfavorable) 2023 vs. 2022		Favorable (Unfavorable) 2022 vs. 2021	
		2023	2022	2021		Amount	%			Amount	%
		2024	2023	2022		Amount	%			Amount	%
(in millions)											
<b>NET SALES</b>											
<b>NET SALES</b>											
<b>NET SALES</b>	\$1,628.1	\$1,562.1	\$1,438.8	\$66.0	4.2	4.2 %	\$123.3	8.6	8.6 %	\$1,669.6	
Cost of sales	Cost of sales	1,195.4	1,202.9	1,202.9	1,089.5	7.5	7.5	0.6	0.6 %	(113.4)	(10.4)
<b>GROSS MARGIN</b>	<b>GROSS MARGIN</b>	432.7	359.2	359.2	349.3	349.3	73.5	73.5	20.5	20.5 %	9.9
<b>OPERATING EXPENSES AND INCOME</b>											
Selling, general and administrative expenses											
Selling, general and administrative expenses											
Selling, general and administrative expenses	174.7	139.7	139.7	126.2	126.2	(35.0)	(35.0)	(25.1)	(25.1) %	(13.5)	(10.7)
Research, development and engineering expenses	Research, development and engineering expenses	42.5	38.6	38.6	42.0	42.0	(3.9)	(3.9)	(10.1)	(10.1) %	3.4
Equity, royalty and interest income from investees	Equity, royalty and interest income from investees	33.6	28.0	28.0	32.4	32.4	5.6	5.6	20.0	20.0 %	(4.4)
Other operating expense, net	Other operating expense, net	0.7	5.0	5.0	—	—	4.3	4.3	86.0	86.0 %	(5.0)
<b>OPERATING INCOME</b>	<b>OPERATING INCOME</b>	248.4	203.9	203.9	213.5	213.5	44.5	44.5	21.8	21.8 %	(9.6)
Interest expense	Interest expense	25.8	0.7	0.7	0.8	0.8	(25.1)	(25.1)	(3585.7)	(3585.7) %	0.1
											12.5
											12.5

Other income, net	Other income, net	3.8	8.8	8.8	3.9	3.9	(5.0)	(5.0)	(56.8)	(56.8)%	4.9	125.6	125.6
<b>INCOME BEFORE INCOME TAXES</b>	<b>INCOME BEFORE INCOME TAXES</b>	226.4	212.0	212.0	216.6	216.6	14.4	14.4	6.8	6.8 %	(4.6)	(2.1)	(2.1)
Income tax expense	Income tax expense	55.1	41.6	41.6	46.5	46.5	(13.5)	(13.5)	(32.5)	(32.5)%	4.9	10.5	10.5
<b>NET INCOME</b>	<b>NET INCOME</b>	<b>\$ 171.3</b>	<b>\$ 170.4</b>	<b>\$ 170.1</b>	<b>\$ 0.9</b>	<b>0.5</b>	<b>0.5 %</b>	<b>\$ 0.3</b>	<b>0.2</b>	<b>0.2 %</b>	<b>NET INCOME</b>		
<b>PER SHARE DATA:</b>													
Basic earnings per share	Basic earnings per share	\$ 2.06	\$ 2.05	\$ 2.04	\$ 0.01	\$ 0.5	0.5 %	\$ 0.01	0.5	0.5 %	\$ 2.23		
Diluted earnings per share	Diluted earnings per share	\$ 2.05	\$ 2.05	\$ 2.04	\$ —	\$ —	— %	\$ 0.01	0.5	0.5 %	Diluted earnings per share		
		<b>Years Ended December 31,</b>	<b>Years Ended December 31,</b>		<b>Favorable (Unfavorable) 2023 vs. 2022</b>		<b>Favorable (Unfavorable) 2022 vs. 2021</b>		<b>Years Ended December 31,</b>		<b>Favorable (Unfavorable) 2024 vs. 2023</b>		<b>Favorable (Unfavorable) 2023 vs. 2020</b>
Percent of Net sales	Percent of Net sales	<b>2023</b>	<b>2022</b>	<b>2021</b>	<b>Percentage of Net sales</b>	<b>2024</b>		<b>2023</b>	<b>2022</b>		<b>Percentage of Net sales</b>	<b>2024</b>	
Gross margin	Gross margin	26.6%	23.0%	24.3%	(1.3)%	Gross margin 27.7 %		26.6 %	23.0 %	1.1%		3.6%	
Selling, general and administrative expenses	Selling, general and administrative expenses	10.7%	8.9%	8.8%	(0.1)%	Selling, general and administrative expenses 11.2 %		10.7 %	8.9 %	(0.5)%		(1.8)%	
Research, development and engineering expenses	Research, development and engineering expenses	2.6%	2.5%	2.9%	(0.1)%	Research, development and engineering expenses 2.4 %		2.6 %	2.5 %	0.2%		(0.1)%	

#### 2024 vs. 2023

##### Net Sales

Net sales were \$1,669.6 million for the year ended December 31, 2024, an increase of \$41.5 million compared to \$1,628.1 million for the year ended December 31, 2023. The increase in Net sales was mainly due to \$26.3 million of favorable pricing impacts and higher volumes of \$22.3 million, partially offset by the unfavorable impacts of currency of \$7.1 million.

##### Gross Margin

Gross margin was \$462.1 million for the year ended December 31, 2024, an increase of \$29.4 million compared to \$432.7 million for the year ended December 31, 2023. The increase in Gross margin was mainly due to approximately \$26.3 million of favorable pricing impacts as described above, higher volumes of approximately \$7.8 million, favorable variable compensation of \$7.2 million and favorable materials costs of \$7.0 million, partially offset by higher manufacturing and other costs of \$9.0 million, higher logistics costs of \$5.8 million, unfavorable currency impacts of \$2.7 million and higher one-time restructuring costs of \$1.4 million. Gross margin as a percentage of Net sales was 27.7%, an increase of 1.1 percentage points

compared to 26.6%. The increase in Gross margin as a percentage of Net sales was primarily due to the items noted above.

##### Selling, General and Administrative Expenses

Selling, general and administrative expenses were \$187.6 million for the year ended December 31, 2024, an increase of \$12.9 million compared to \$174.7 million for the year ended December 31, 2023. The increase was primarily driven by increased people-related and consulting expenses, including one-time restructuring costs, partially offset by lower

one-time separation costs. Selling, general and administrative expenses as a percentage of Net sales were 11.2% for the year ended December 31, 2024, an increase of 0.5 percentage points compared to 10.7% for the year ended December 31, 2023. The increase in Selling, general and administrative expenses as a percentage of Net sales was primarily driven by the items noted above increasing at a higher rate in relation to the increase in Net sales.

#### **Research, Development and Engineering Expenses**

Research, development and engineering expenses were \$40.6 million for the year ended December 31, 2024, a decrease of \$1.9 million compared to \$42.5 million for the year ended December 31, 2023. The decrease was primarily due to standalone costs being favorable to previously allocated expenses under Cummins and lower variable compensation costs. Research, development and engineering expenses as a percentage of Net sales were 2.4% for the year ended December 31, 2024, a decrease of 0.2 percentage points compared to 2.6% for the year ended December 31, 2023. The decrease in Research, development and engineering expenses as a percentage of Net sales was mainly due to the items noted above.

#### **Equity, Royalty and Interest Income from Investees**

Equity, royalty and interest income from investees was \$34.3 million for the year ended December 31, 2024, an increase of \$0.7 million compared to \$33.6 million for the year ended December 31, 2023. The increase was primarily due to higher earnings of \$0.5 million from our joint ventures in India and China.

#### **Other Operating Expense, Net**

Other operating expense, net was \$2.0 million for the year ended December 31, 2024, an increase of \$1.3 million compared to \$0.7 million for the year ended December 31, 2023. The increase in Other operating expense, net was primarily due to inventory write-offs related to warehouse transitions made during the year.

#### **Interest Expense**

Interest expense was \$40.6 million for the year ended December 31, 2024, an increase of \$14.8 million compared to \$25.8 million for the year ended December 31, 2023. The increase in Interest expense was primarily due to the timing of borrowings under the Credit Agreement which began with our IPO in May 2023 compared to 2024 where we have had outstanding borrowings for the duration of the year.

#### **Other Income, Net**

Other income, net was \$9.2 million for the year ended December 31, 2024, an increase of \$5.4 million compared to \$3.8 million for the year ended December 31, 2023. The increase in Other income, net was primarily due to higher interest income, as a result of higher cash balances.

#### **Income Tax Expense**

In connection with the Separation, the Company entered into a Tax Matters Agreement with Cummins that, among other things, formalized our agreement related to the responsibility for historical tax positions for the period prior to the IPO for jurisdictions where our business was included in the consolidated or combined tax returns of Cummins.

Our effective tax rate for the year ended December 31, 2024 was 21.0%, a decrease of 3.3 percentage points compared to 24.3% for the year ended December 31, 2023. The decrease in the effective tax rate was driven by a favorable change in the mix of earnings among tax jurisdictions and discrete tax items

related to US and foreign tax return filings. Our effective tax rate differs from the U.S. statutory rate primarily due to differences in rates applicable to foreign subsidiaries, withholding taxes and state income taxes.

#### **2023 vs. 2022**

#### **Net Sales**

Net sales were \$1,628.1 million (which included related party sales of \$390.8 million) for the year ended December 31, 2023, an increase of \$66.0 million compared to \$1,562.1 million (which included related party sales of \$344.9 million) for the year ended December 31, 2022. Of the total Net sales increase of \$66.0 million, \$20.1 million was an increase in external sales and \$45.9 million was an increase in related party sales. Additionally, sales increased by approximately \$102.0 million due to increased pricing, partially offset by lower volumes of \$34.2 million and the negative impacts of currency of \$1.8 million.

#### **Gross Margin**

Gross margin was \$432.7 million for the year ended December 31, 2023, an increase of \$73.5 million compared to \$359.2 million for the year ended December 31, 2022. The increase in Gross margin was mainly due to approximately \$102.0 million of favorable pricing as described above (approximately \$102.0 million) and approximately \$41.0 million of favorable freight and commodities costs, partially offset by \$32.1 million of unfavorable manufacturing and other costs, \$11.9 million due to lower volumes, \$11.1 million of increased variable compensation costs, \$9.2 million of one-time separation costs, and \$5.2 million of unfavorable currency impacts. Gross margin as a percentage of Net sales was 26.6% for the year ended December 31, 2023, an increase of 3.6% compared to 23.0% for the year ended December 31, 2022. The increase in Gross margin as a percentage of Net sales was primarily due to items noted above.

#### **Selling, General and Administrative Expenses**

Selling, general and administrative expenses were \$174.7 million for the year ended December 31, 2023, an increase of \$35.0 million compared to \$139.7 million for the year ended December 31, 2022. The increase was primarily driven by \$13.5 million of increased variable compensation costs, \$9.8 million of one-time separation costs, \$6.3 million of higher executive and incentive based compensation and \$5.4 million of higher merit and other costs. Selling, general and administrative expenses as a percentage of Net sales were 10.7% for the year ended December 31, 2023, an increase of 1.8% compared to 8.9% for the year ended December 31, 2022. The increase in Selling, general and administrative expenses as a percentage of Net sales was primarily driven by the items noted above increasing at a higher rate in relation to the increase in Net sales.

#### **Research, Development and Engineering Expenses**

Research, development and engineering expenses were \$42.5 million for the year ended December 31, 2023, an increase of \$3.9 million compared to \$38.6 million for the year ended December 31, 2022. The increase was primarily due to increased variable compensation costs. Research, development and engineering expenses as a percentage of Net sales were 2.6% for the year ended December 31, 2023, an increase of 0.1% compared to 2.5% for the year ended December 31, 2022. The increase in Research, development and engineering expenses as a percentage of Net sales was mainly due to the items noted above.

#### **Equity, Royalty and Interest Income From from Investees**

Equity, royalty and interest income from investees were \$33.6 million for the year ended December 31, 2023, an increase of \$5.6 million compared to \$28.0 million for the year ended December 31, 2022. The increase was primarily due to higher earnings of \$4.9 million from our joint ventures in China and India.

#### **Other Operating Expense, Net**

Other operating expense, net was \$0.7 million for the year ended December 31, 2023, a decrease of \$4.3 million compared to \$5.0 million for the year ended December 31, 2022. The decrease was primarily due to prior year asset write-offs related to a discontinued program and the establishment of reserves against accounts receivable from Russian customers in 2022 that did not recur.

#### **Interest Expense**

Interest expense was \$25.8 million for the year ended December 31, 2023, an increase of \$25.1 million compared to \$0.7 million for the year ended December 31, 2022. The increase was primarily due to the interest on our borrowings under the Credit Agreement in 2023.

#### **Other Income, Net**

Other income, net was \$3.8 million for the year ended December 31, 2023, a decrease of \$5.0 million compared to \$8.8 million for the year ended December 31, 2022. The decrease in Other income, net was primarily due to the net loss on foreign exchange rate hedging, partially offset by higher interest income as a result of cash balances held in interest-bearing accounts which we did not have prior to IPO.

#### **Income Tax Expense**

In connection with the Separation, the Company entered into a Tax Matters Agreement with Cummins that, among other things, formalized our agreement related to the responsibility for historical tax positions for the period prior to the IPO for jurisdictions where our business was included in the consolidated or combined tax returns of Cummins.

Our effective tax rate for the year ended December 31, 2023 was 24.3%, an increase of 4.7% compared to 19.6% for the year ended December 31, 2022. The increase in the effective tax rate was driven by a change in the mix of earnings among tax jurisdictions and changes in discrete tax items. Our effective tax rate differs from the U.S. statutory rate primarily due to differences in rates applicable to foreign subsidiaries, withholding taxes and state income taxes.

2022 vs. 2021

#### **Net Sales**

Net sales were \$1,562.1 million (which included related party sales of \$344.9 million) for 2022, an increase of \$123.3 million compared to \$1,438.8 million (which included related party sales of \$328.6 million) for 2021. Of the total net sales increase of \$123.3 million, consisting of \$107.0 million in increased external sales and \$16.3 million in increased related party sales, approximately \$115.9 million was due to increased pricing for OEM and aftermarket products across all major regions we serve due to higher inflationary costs. The unfavorable impacts of foreign currency movements (approximately \$37.8 million) were more than offset by increased volume.

#### **Gross Margin**

Gross margin was \$359.2 million for 2022, an increase of \$9.9 million compared to \$349.3 million for 2021. The increase in Gross margin was mainly due to favorable pricing as described above (approximately \$115.9 million) and higher sales volumes, largely offset by increased material costs (approximately \$71.6 million), increased supply chain and freight costs (approximately \$33.4 million) and the unfavorable impact of changes in foreign exchange rates on cost of sales (approximately \$15.0 million). Gross margin as a percentage of Net sales was approximately 23.0% for 2022, a decrease of 1.3 percentage points compared to 24.3% for 2021. The decrease in Gross margin as a percentage of Net sales was primarily due to the high inflationary costs impacting material costs and increased freight costs due to supply chain constraints, which increased at a faster rate than the increase in Net sales.

#### **Selling, General and Administrative Expenses**

Selling, general and administrative expenses were \$139.7 million for 2022, an increase of \$13.5 million compared to \$126.2 million for 2021, primarily due to increased costs related to the Separation, partially offset by lower variable compensation. Selling, general and administrative expenses as a percentage of Net sales was 8.9% for 2022, an increase

of 0.1 percentage points compared to 8.8% in 2021. The increase in Selling, general and administrative expenses as a percentage of Net sales is primarily driven by the costs related to separation being higher compared to the increase in Net sales.

#### **Research, Development and Engineering Expenses**

Research, development and engineering expenses were \$38.6 million for 2022, a decrease of \$3.4 million compared to \$42.0 million in 2021, primarily due to lower corporate allocations of \$7.4 million in 2022 compared to \$8.9 million in 2021. Research, development and engineering expenses as a percentage of Net sales was 2.5% for 2022, a decrease of 0.4 percentage points compared to 2.9% for 2021. The decrease in Research,

development and engineering expenses was mainly due to Net sales increasing at a higher rate than the increase in Research, development and engineering expenses and lower corporate allocations.

#### **Equity, Royalty and Interest Income From Investees**

Equity, royalty and interest income from investees were \$28.0 million, a decrease of \$4.4 million compared to \$32.4 million for 2021, primarily due to lower earnings from our joint venture in China as a result of the COVID-19 response and declining economic conditions, as well as reduced demand in China.

#### **Other Operating (Income) Expense, Net**

Other operating (income) expense, net was \$5.0 million for 2022, an increase of \$5.0 million compared to zero for 2021. The increase was primarily due to asset write-offs, partially offset by gains on asset sales.

#### **Other Income, Net**

Other income, net was \$8.8 million for 2022, an increase of \$4.9 million compared to \$3.9 million for 2021. The increase in Other income, net was primarily due to an increase in the non-service benefit of our defined benefit pension plans as compared to 2021.

#### **Income Tax Expense**

Our effective tax rate for 2022 was 19.6%, a decrease of 1.9 percentage points compared to 21.5% for 2021.

The year ended December 31, 2022 contained unfavorable discrete tax items of \$5.4 million, primarily due to \$5.2 million of unfavorable changes in tax reserves.

The year ended December 31, 2021 contained unfavorable net discrete tax items of \$2.6 million, primarily due to \$3.5 million of unfavorable changes in tax reserves, partially offset by \$0.9 million of favorable other discrete tax items.

#### **Liquidity and Capital Resources**

Our facilities under the Credit Agreement provide for \$1.0 billion in total availability, capacity, which includes the a \$600 million term loan and the a \$400 million revolving credit facility. As of December 31, 2023 2024, we have borrowed \$600 million outstanding borrowings of \$592.5 million on the term loan and zero on the revolving credit facility. As a result, we had capacity under our revolving credit facility of \$400 million as of December 31, 2023 2024.

We believe that cash from operations and the facilities under our Credit Agreement will continue to provide sufficient liquidity for our working capital needs, planned capital expenditures and future payments of our contractual, tax and benefit plan obligations and payments for share repurchases and quarterly dividends in both the short and long term. Overall, we do not expect negative effects to our funding sources that would have a material effect on our liquidity. However, if a serious economic or credit market crisis ensues or other adverse developments arise, it could have a material adverse effect on our liquidity, financial condition, results of operations and cash flows.

Our most significant ongoing short-term cash requirements relate primarily to funding operations (including expenditures for raw materials, labor, manufacturing and distribution, trade and promotions, advertising and marketing, tax liabilities, benefit plan obligations and lease expenses) as well as periodic expenditures for anticipated capital investments, shareholder returns (such as dividend payments and share repurchases), interest payments on our long-term debt and supporting any future acquisitions.

Long-term cash requirements primarily relate to funding long-term debt repayments and our long-term benefit plan obligations.

#### **Cash Flow**

Our management reviews our liquidity needs in determining any and all indebtedness options. We have the ability to access the capital markets following the IPO, and we continue to generate substantial cash from operating activities and believe that our operating cash flow and other sources of liquidity will be sufficient to allow us to manage our business and give us flexibility to meet our short- and long-term financial commitments. Our cash flow activity is noted below:

	For the Years Ended December 31, 2023		For the Years Ended December 31, 2022		For the Years Ended December 31, 2021
	2023	2022	2023	2022	
	2024	2023	2023	2022	
(in millions)					

Net cash provided by operating activities

Net cash used in investing activities

Net cash provided by (used in) financing activities

Net cash (used in) provided by financing activities

#### Operating Cash Flow

Net cash provided by operating activities was \$105.4 million for the year ended December 31, 2024, a decrease of \$83.6 million compared to Net cash provided by operating activities of \$189.0 million for the year ended December 31, 2023. The decrease was driven primarily by higher working capital requirements of \$117.1 million, partially offset by higher net income, higher equity income from investees and a favorable change in other liabilities. During the year ended December 31, 2024, higher working capital requirements resulted in a cash outflow of \$103.3 million compared to a cash inflow of \$11.3 million for the year ended December 31, 2023, mainly due to lower trade accounts payable, lower other accrued expenses, higher inventories, higher prepaids and higher trade accounts receivable.

Net cash provided by operating activities was \$189.0 million for the year ended December 31, 2023, an increase of \$23.3 million compared to Net cash provided by operating activities of \$165.7 million for the year ended December 31, 2022. The increase was driven primarily by lower working capital requirements of \$26.1 million and a favorable change in other liabilities of \$6.0 million, partially offset by an unfavorable change in income from equity method investees of \$8.2 million. During the year ended December 31, 2023, lower working capital requirements resulted in a cash inflow of \$11.3 million compared to a cash outflow of \$14.8 million for the year ended December 31, 2022, mainly due to higher other accrued expenses, higher trade accounts payable, lower trade and related party receivables and lower inventories, partially offset by lower related party payables.

Net cash provided by operating activities was \$165.7 million in 2022, a decrease of \$44.2 million compared to \$209.9 million in 2021. The overall decrease was driven primarily by higher working capital requirements of \$41.9 million and an increase in deferred taxes of \$10.0 million, partially offset by favorable changes in other assets and pension liabilities of \$9.4 million. The higher working capital requirements were driven by lower related party payables and lower other accrued expenses, partially offset by lower inventories.

Dividends received from our unconsolidated equity investees were \$19.8 million \$25.5 million and \$23.1 million \$19.8 million for the years ended December 31, 2023 December 31, 2024 and December 31, 2022 December 31, 2023, respectively. Dividends are typically paid in the second through the fourth quarters and are included in Net cash provided by operating activities.

#### Investing Cash Flow

Net cash used in investing activities for each fiscal year presented was primarily used for capital expenditures. Our capital expenditures were \$48.6 million (of which approximately \$15.0 million related to one-time separation costs), \$45.8 million (of which approximately \$9.2 million related to one-time separation costs), and \$37.5 million and \$33.4 million for the years ended December 31, 2023 December 31, 2024, December 31, 2022 December 31, 2023, and December 31, 2021 December 31, 2022, respectively, corresponding to approximately 2.8% 2.9%, 2.4% 2.8% and 2.3% 2.4% of Net sales in 2024, 2023 2022 and 2021, 2022, respectively.

#### Financing Cash Flow

Net cash used in financing activities for the year ended December 31, 2024 consisted primarily of repurchases of common stock of \$20.0 million, dividends paid of \$8.3 million and payments made on our term loan of \$7.5 million. Net cash provided by financing activities for the year ended December 31, 2023 consisted primarily of long-term debt proceeds from our borrowings of \$650 million under our Credit Agreement, partially offset by net transfers of \$579.5 million to Cummins as part of the Separation and \$50.0 million in payments made on our revolving credit facility. Net cash used in financing activities for the years ended December 31, 2022 and December 31, 2021 consisted entirely of transfers to Cummins.

#### Dividends

We paid dividends of \$8.3 million in 2024 and none in 2023 and 2022. The current quarterly dividend rate is \$0.05 per share of common stock. The declaration of dividends is subject to the discretion of our Board of Directors and depends on various factors, including our net earnings, financial condition, cash requirements, future prospects and other factors that our Board of Directors deems relevant to its analysis and decision making.

2024 distributions have been characterized as dividends under the U.S. federal income tax rules. The final determination was made on an IRS Form 1099-DIV issued in early 2025.

#### Contractual Obligations

Our commitments consist of lease obligations for real estate and equipment. For more information regarding our lease obligations, see Note 9, Leases, to the Consolidated Financial Statements, which provides a summary of our future minimum lease payments.

#### Debt

Our total debt outstanding was \$600 million \$592.5 million at December 31, 2024 and was \$600.0 million at December 31, 2023. We had no debt outstanding at either December 31, 2022 or December 31, 2021. At December 31, 2023 December 31, 2024, the weighted-average term of our

outstanding long-term debt was 3.8 2.9 years. Refer to Note 12, Debt and Borrowing Arrangements, to the Consolidated Financial Statements for more information on our debt and debt covenants.

## Non-GAAP Measures

We use non-GAAP financial information and believe it is useful to investors as it provides additional information to facilitate comparisons of historical operating results, identify trends in our underlying operating results and provide additional insight and transparency on how we evaluate our business. We use non-GAAP financial measures to budget, make operating and strategic decisions and evaluate our performance. We have detailed the non-GAAP adjustments that we make in our non-GAAP definitions below. We believe the non-GAAP measures should always be considered along with the related U.S. GAAP financial measures. We have provided the reconciliations between the U.S. GAAP and non-GAAP financial measures below, and we also discuss our underlying U.S. GAAP results throughout our *Management's Discussion and Analysis of Financial Condition and Results of Operations* in this Annual Report on Form 10-K.

Our primary non-GAAP financial measures are listed below and reflect how we evaluate our current and prior-year operating results. As new events or circumstances arise, these definitions could change. When our definitions change, we provide the updated definitions and present the related non-GAAP historical results on a comparable basis.

- "EBITDA" is defined as earnings or losses before interest expense, income taxes, depreciation and amortization and "EBITDA margin" is defined as EBITDA as a percent of Net sales. We believe EBITDA and EBITDA margin are useful measures of our operating performance as they assist investors and debt holders in comparing our performance on a consistent basis without regard to financing methods, capital structure, income taxes or depreciation and amortization methods, which can vary significantly depending upon many factors. Additionally, we believe these metrics are widely used by investors, securities analysts, ratings agencies and others in our industry in evaluating performance.
- "Adjusted EBITDA" is defined as EBITDA after adding back certain one-time expenses, reflected in Cost of sales and Selling, general and administrative expenses, **including costs** associated with becoming a standalone public company **and one-time restructuring costs** and "Adjusted EBITDA margin" is defined as Adjusted EBITDA as a percent of Net sales. We believe Adjusted EBITDA and Adjusted EBITDA margin are useful measures of our operating performance as **it allows** **they allow** investors and debt holders to compare our performance on a consistent basis without regard to one-time costs attributable to our becoming a standalone public company.
- "Adjusted earnings per share" is defined as diluted earnings per share (the most comparable U.S. GAAP financial measure) after adding back certain one-time expenses, reflected in Cost of sales and Selling, general and administrative expenses, **including costs** associated with becoming a standalone public company **and one-time restructuring costs** less the related tax impact of the same one-time expenses. We believe Adjusted earnings per share provides improved comparability of underlying operating results.
- "Free cash flow" is defined as cash flows provided by (used for) operating activities less capital expenditures and "Adjusted free cash flow" is defined as Free cash flow after adding back certain one-time capital expenditures **including and other separation related** costs associated with becoming a standalone public **company, company and one-time restructuring costs**. We believe Free cash flow and Adjusted free cash flow are useful metrics used by management and investors to analyze our ability to service and repay debt and return value to shareholders.

The metrics defined above are not in accordance with, or alternatives for, U.S. GAAP financial measures and may not be consistent with measures used by other companies. The metrics should be considered supplemental data; however, the amounts included in the EBITDA, EBITDA margin, Adjusted EBITDA, Adjusted EBITDA margin, Adjusted earnings per share, Free cash flow and Adjusted free cash flow calculations are derived from amounts included in the consolidated statements of net income and cash flows. We do not consider our non-GAAP financial measures as superior to, or a substitute for, the equivalent measures calculated and presented in accordance with GAAP. Some of the limitations are:

- such measures do not reflect our cash expenditures, or future requirements for capital expenditures or contractual commitments;
- such measures do not reflect changes in, or cash requirements for, our working capital needs;
- such measures do not reflect the interest expense or the cash requirements necessary to service interest or principal payments on our debt;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future and such measures do not reflect any cash requirements for such replacements; and
- other companies in our industry may calculate such measures differently than we do, limiting their usefulness as comparative measures.

To properly and prudently evaluate our business, we encourage you to review the consolidated financial statements included elsewhere in this report and not rely on a single financial measure to evaluate our business.

A reconciliation of Net income to EBITDA and Adjusted EBITDA is shown in the table below:

	For the Years Ended December 31,		
	2023	2022	2021
	2024	2023	2022
(in millions)			
<b>NET INCOME</b>			
Plus:			
Interest expense			

Interest expense								
Interest expense								
Income tax expense								
Depreciation and amortization								
<b>EBITDA (non-GAAP)</b>								
Plus:								
One-time separation costs(a)								
One-time separation costs(a)								
One-time restructuring costs								
One-time restructuring costs								
One-time restructuring costs								
One-time separation costs(a)								
<b>Adjusted EBITDA (non-GAAP)</b>								
Net sales								
<b>Net income margin</b>	<b>Net income margin</b>	10.5 %	10.9 %	11.8 %	<b>Net income margin</b>	11.1 %	10.5 %	10.9 %
<b>EBITDA margin (non-GAAP)</b>	<b>EBITDA margin (non-GAAP)</b>	16.8 %	15.0 %	16.6 %	<b>EBITDA margin (non-GAAP)</b>	18.0 %	16.8 %	15.0 %
<b>Adjusted EBITDA margin (non-GAAP)</b>	<b>Adjusted EBITDA margin (non-GAAP)</b>	18.6 %	15.6 %	16.6 %	<b>Adjusted EBITDA margin (non-GAAP)</b>	19.7 %	18.6 %	15.6 %

(a) Primarily comprised of one-time expenses related to information technology, Information Technology, warehousing, manufacturing and human resources Human Resources separation costs.

A reconciliation of Diluted earnings per share to Adjusted earnings per share is shown in the table below:

	For the Years Ended December 31,		
	2023	2022	2021
	2024	2023	2022
(per share)			
Diluted earnings per share			
Plus:			
One-time separation costs(a)			
One-time separation costs(a)			
One-time restructuring costs(a)			
One-time restructuring costs(a)			
One-time restructuring costs(a)			
One-time separation costs(a)			
Less:			
Tax impact of one-time separation costs(a)			
Tax impact of one-time separation costs(a)			
Tax impact of one-time restructuring costs(a)			
Tax impact of one-time restructuring costs(a)			
Tax impact of one-time restructuring costs(a)			
Tax impact of one-time separation costs(a)			
<b>Adjusted earnings per share (non-GAAP)</b>			

(a) Primarily comprised of one-time expenses related to information technology, Information Technology, warehousing, manufacturing, restructuring and human resources Human Resources separation costs and the related tax impact of those expenses. The tax impact of one-time restructuring costs for the year ended December 31, 2024 were \$0.9 million and the tax impact of one-time separation costs for the years ended December 31, 2023, 2024, 2023 and 2022 were \$5.3 million, \$6.9 million and 2021 were \$6.9 million, \$1.8 million and zero, respectively.

A reconciliation of Net cash provided by operating activities to Free cash flow and Adjusted free cash flow is shown in the table below:

	For the Years Ended December 31,		
	2023	2022	2021
	2024	2023	2022
(in millions)			
Cash provided by operating activities			
Less:			
Capital expenditures			
Capital expenditures			
Capital expenditures			
<b>Free cash flow (non-GAAP)</b>			
Plus:			
One-time restructuring costs			
One-time restructuring costs			
One-time restructuring costs			
One-time separation capital expenditures			
One-time separation capital expenditures			
One-time separation capital expenditures			
Other one-time separation related <sup>(a)</sup>			
<b>Adjusted free cash flow (non-GAAP)</b>			

(a) Primarily comprised of one-time working capital inefficiencies associated with the move from intercompany settlement terms with Cummins to standalone practices.

#### Critical Accounting Policies and Estimates

We prepare our Consolidated Financial Statements in conformity with U.S. GAAP. The preparation of our financial statements requires the use of estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the periods presented. Actual results could differ from those estimates and assumptions. See Note 3, *Summary of Significant Accounting Policies*, in the notes accompanying Atmus' financial statements included elsewhere herein for a summary of Atmus' significant accounting policies, and discussion of recent accounting pronouncements. Atmus believes that the following discussion addresses Atmus' most critical accounting policies, which are those that are most important to the portrayal of Atmus' financial condition and results of operations and require management's most difficult, subjective and complex judgments.

#### Revenue Recognition

We sell to customers either through long-term arrangements or standalone purchase orders. Our long-term arrangements generally do not include committed volumes until underlying purchase orders are issued. Typically, we recognize revenue on the products we sell at a point in time, in accordance with shipping terms or other contractual arrangements.

The transaction price of a contract could be reduced by variable consideration, including aftermarket rebates, volume and growth rebates and sales returns. At the time of sale to a customer, we record an estimate of variable consideration as a reduction from gross sales. We primarily rely on historical experience and anticipated future performance to estimate the variable consideration. Revenue is recognized to the extent that it is probable that a significant reversal of revenue will not occur when the contingency is resolved.

For aftermarket rebates and volume and growth rebates, management estimates are based on the terms of the arrangements with customers, historical payment experience, volume in quantity or mix of purchases of product during a specified time period and expectations for changes in relevant trends in the future. Adjustments to rebate accruals are made as actual usage becomes known in order to properly estimate the amounts necessary to generate consumer demand based on market conditions as of the balance sheet date.

For product returns, some aftermarket customers are permitted to return small amounts of parts and filters each year. An estimate of future returns is accounted for at the time of sale as a reduction in the overall sales revenue based on historical return rates.

#### Accounting for Income Taxes

We determine our income tax expense using the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for the future tax effects of temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. We recognize the tax impact of including certain foreign earnings in U.S. taxable income as a period cost. Future tax benefits of net operating loss and credit carryforwards are also recognized as deferred tax assets. We evaluate the

recoverability of our deferred tax assets each quarter by assessing the likelihood of future profitability and available tax planning strategies that could be implemented to realize our net deferred tax assets. At December 31, **2023** **2024**, we recorded net deferred tax assets of **\$12.8 million** **\$16.9 million**. The assets included **\$5.6 million** **\$8.6 million** for the value of net operating loss and credit carryforwards. A valuation allowance of **\$3.7 million** **\$8.5 million** was recorded to reduce the tax assets to the net value management believed was more likely than not to be realized. In the event our operating performance deteriorates, future assessments could conclude that a larger valuation allowance will be needed to further reduce the deferred tax assets.

In addition, we operate within multiple taxing jurisdictions and are subject to tax audits in these jurisdictions. These audits can involve complex issues, which may require an extended period of time to resolve. We accrue for the estimated additional tax and interest that may result from tax authorities disputing uncertain tax positions. We believe we made adequate provisions for income taxes for all years that are subject to audit based upon the latest information available. A more complete description of our income taxes and the future benefits of our net operating loss and credit carryforwards is disclosed in Note 6, "Income Taxes," to our Consolidated Financial Statements included herein.

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

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

As a result of our international business presence, we are exposed to foreign currency exchange rate risks. We transact business in foreign currencies and, as a result, our income and financial condition are exposed to movements in foreign currency exchange rates. This risk is closely monitored and managed through the use of financial derivative instruments. Financial derivatives are used by Atmus expressly for hedging purposes and under no circumstances are they used for speculative purposes. Substantially all of Atmus' derivative contracts are subject to master netting arrangements, which provide the option to settle certain contracts on a net basis when they settle on the same day with the same currency. In addition, these arrangements provide for a net settlement of all contracts with a given counterparty in the event that the arrangement is terminated due to the occurrence of default or a termination event.

To minimize the income volatility resulting from the remeasurement of net monetary assets and liabilities denominated in a currency other than the functional currency, Atmus enters into foreign currency forward contracts, which are considered economic hedges and are not designated as hedges for accounting purposes. The objective is to offset the gain or loss from remeasurement with the gain or loss from the fair market valuation of the forward contract.

The potential gain or loss in the fair value of our outstanding foreign currency contracts, assuming a hypothetical 10% fluctuation in the currencies of such contracts, would not have a material impact on the consolidated financial statements for the years ended December 31, **2023** **2024**, **2022** **2023** and **2021** **2022**. The sensitivity analysis of the effects of changes in foreign currency exchange rates assumes the notional value to remain constant for the next 12 months. The analysis ignores the impact of foreign exchange movements on our competitive position and potential changes in sales levels. Any change in the value of the contracts, real or hypothetical, would be significantly offset by an inverse change in the value of the underlying hedged items.

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

Our interest rate risk relates primarily to our **\$600 million** **\$600 million** term loan facility and our five-year **\$400 million** **\$400 million** revolving credit facility. Borrowings under these facilities bear interest at varying rates, depending on the type of loan and, in some cases, the rates of designated benchmarks and the applicable election made by us. Generally, U.S. dollar-denominated loans bear interest at an adjusted term SOFR (which includes a 0.10 percent credit spread adjustment to SOFR) for the applicable interest period plus a rate ranging from 1.125 percent to 1.75 percent depending on our net leverage ratio. Based on our outstanding borrowings at December 31, **2023** **2024**, a 0.125% change in SOFR would have a **\$0.8 million** **\$0.7 million** annual impact on interest expense. Refer to Note 12, *Debt and Borrowing Arrangements*, to the Consolidated Financial Statements for further information.

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

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## Management's Report to Shareholders

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

As a public company, we will be required to maintain internal control over financial reporting and to evaluate and determine the effectiveness of our internal control over financial reporting. This annual report does not include a report of management's assessment regarding internal control over financial reporting or an attestation report of the company's registered public accounting firm due to a transition period established by rules of the Securities and Exchange Commission for newly public companies. Beginning with our annual report on Form 10-K as of and for the year ending December 31, 2024, we will be required to provide a management report on internal control over financial reporting, as well as an attestation of our independent registered public accounting firm.

## Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Atmus Filtration Technologies Inc.

### Opinion Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Atmus Filtration Technologies Inc. and its subsidiaries (the "Company" "Company") as of December 31, 2023 December 31, 2024 and 2022, 2023, and the related consolidated statements of net income, of comprehensive income, of changes in equity and of cash flows for each of the three years in the period ended December 31, 2023 December 31, 2024, including the related notes (collectively referred to as the "consolidated" "consolidated financial statements" statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 December 31, 2024 and 2022, 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023 December 31, 2024 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

### Basis for Opinion Opinions

These The Company's management is responsible for these consolidated financial statements, are the responsibility for maintaining effective internal control over financial reporting, and for its assessment of the Company's management effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express an opinion on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinion. opinions.

### 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 (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) 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 (iii) 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.

#### Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) 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 matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

#### Revenue Recognition

As described in Note [Notes 3 and 4](#) to the consolidated financial statements, the Company sells to customers either through long-term arrangements or standalone purchase orders. The Company's long-term arrangements generally do not include committed volumes until underlying purchase orders are issued. Typically, revenue is recognized on the products the Company sells at a point in time, in accordance with shipping terms or other contractual arrangements. For the year ended [December 31, 2023](#) [December 31, 2024](#), the Company's net sales were [\\$1,628.1 million](#) [\\$1,669.6 million](#).

The principal consideration for our determination that performing procedures relating to revenue recognition is a critical audit matter is the [high degree of auditor effort in performing procedures related to the Company's revenue recognition](#).

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included [testing the effectiveness of controls relating to the revenue recognition process](#). These procedures also included, among others,

(i) [evaluating testing revenue recognized during the year](#) for a sample of revenue transactions by obtaining and inspecting source documents, [including such as purchase orders, invoices, shipping documentation, and subsequent cash receipts, where applicable](#) and (ii) [conforming confirming](#) a sample of outstanding customer invoice balances as of [year-end December 31, 2024](#) and, for [confirmations not returned](#), obtaining and inspecting source documents, [including such as subsequent cash receipts or shipping documentation, for confirmations not returned](#).

/s/ PricewaterhouseCoopers LLP

Nashville, Tennessee

February [14, 2024](#) [21, 2025](#)

We have served as the Company's auditor since 2021.

#### ATMUS FILTRATION TECHNOLOGIES INC. AND SUBSIDIARIES

#### CONSOLIDATED STATEMENTS OF NET INCOME

(in millions of U.S. dollars, except per share data)

	For the Years Ended December 31,		
	2023	2022	2021
	2024	2023	2022
<b>NET SALES<sup>(a)</sup></b>			
Cost of sales			
<b>GROSS MARGIN</b>			
<b>OPERATING EXPENSES AND INCOME</b>			

Selling, general and administrative expenses
Selling, general and administrative expenses
Selling, general and administrative expenses
Research, development and engineering expenses
Equity, royalty and interest income from investees
Other operating expense, net
<b>OPERATING INCOME</b>
Interest expense
Other income, net
<b>INCOME BEFORE INCOME TAXES</b>
Income tax expense
<b>NET INCOME</b>
<b>PER SHARE DATA:</b>
Weighted-average shares for basic EPS
Weighted-average shares for basic EPS
Weighted-average shares for basic EPS
Weighted-average shares for diluted EPS
Basic earnings per share
Basic earnings per share
Basic earnings per share

**ATMUS FILTRATION TECHNOLOGIES INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
 (in millions of U.S. dollars)

	For the Years Ended December 31,		
	2023	2022	2021
	2024	2023	2022
<b>NET INCOME</b>			
Other comprehensive loss, net of tax			
Other comprehensive income (loss), net of tax			
Change in pension and other postretirement defined benefit plans			
Change in pension and other postretirement defined benefit plans			
Change in pension and other postretirement defined benefit plans			
Foreign currency translation adjustments			
<b>Total other comprehensive loss, net of tax</b>			
<b>COMPREHENSIVE INCOME</b>			

**ATMUS FILTRATION TECHNOLOGIES INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
 (in millions of U.S. dollars, except share data)

	(in millions of U.S. dollars, except share data)	
	December 31, 2023	December 31, 2022
	December 31, 2024	December 31, 2023

<b>ASSETS</b>		
Cash and cash equivalents		
Cash and cash equivalents		
Cash and cash equivalents		
Accounts and notes receivable, net		
Trade and other receivables		
Trade and other receivables		
Trade and other receivables		
Related party receivables		
Accounts and notes receivable, net		
Accounts and notes receivable, net		
Inventories		
Inventories		
Inventories		
Prepaid expenses and other current assets		
Total current assets		
Property, plant and equipment, net		
Investments and advances related to equity method investees		
Goodwill		
Other assets		
<b>TOTAL ASSETS</b>		
<b>LIABILITIES</b>		
Accounts payable		
Accounts payable		
Accounts payable		
Related party payables		
Accrued compensation, benefits and retirement costs		
Accrued compensation, benefits and retirement costs		
Accrued compensation, benefits and retirement costs		
Current portion of accrued product warranty		
Current maturities of long-term debt		
Other accrued expenses		
Total current liabilities		
Long-term debt		
Accrued product warranty		
Other liabilities		
<b>TOTAL LIABILITIES</b>		
Commitments and contingencies (Note 14)	Commitments and contingencies (Note 14)	Commitments and contingencies (Note 14)
<b>EQUITY</b>		
Common stock, \$0.0001 par value (2,000,000,000 shares authorized and 83,297,796 shares issued and outstanding as of December 31, 2023)		
Common stock, \$0.0001 par value (2,000,000,000 shares authorized and 83,297,796 shares issued and outstanding as of December 31, 2023)		
Common stock, \$0.0001 par value (2,000,000,000 shares authorized and 83,297,796 shares issued and outstanding as of December 31, 2023)		
Net parent investment		
Common stock, \$0.0001 par value (2,000,000,000 shares authorized, 83,403,813 and 83,297,796 shares issued at December 31, 2024 and December 31, 2023, respectively)		
Common stock, \$0.0001 par value (2,000,000,000 shares authorized, 83,403,813 and 83,297,796 shares issued at December 31, 2024 and December 31, 2023, respectively)		
Common stock, \$0.0001 par value (2,000,000,000 shares authorized, 83,403,813 and 83,297,796 shares issued at December 31, 2024 and December 31, 2023, respectively)		

Additional paid-in capital
Additional paid-in capital
Additional paid-in capital
Retained earnings
Accumulated other comprehensive loss
Treasury stock, at cost (537,643 shares at December 31, 2024 and no shares at December 31, 2023)
<b>TOTAL EQUITY</b>
<b>TOTAL LIABILITIES AND EQUITY</b>

**ATMUS FILTRATION TECHNOLOGIES INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in millions of U.S. dollars)

	For the Years Ended December,		
	2023	2022	2021
	For the Years Ended December 31,		
	2024	2023	2022
<b>CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>			
Net income			
Net income			
Net income			
Adjustments to reconcile net income to operating cash flows:			
Depreciation and amortization			
Depreciation and amortization			
Depreciation and amortization			
Deferred income taxes			
Equity in income of investees, net of dividends			
Share-based compensation			
Foreign currency remeasurement and transaction exposure			
Changes in current assets and liabilities:			
Trade and other receivables			
Trade and other receivables			
Trade and other receivables			
Related party receivables			
Inventories			
Inventories			
Inventories			
Prepaid expenses and other current assets			
Accounts payable			
Related party payables			
Other accrued expenses			
Other accrued expenses			
Other accrued expenses			
Changes in other liabilities			
Other, net			
Net cash provided by operating activities			
<b>CASH USED IN INVESTING ACTIVITIES</b>			
Capital expenditures			
Capital expenditures			

Capital expenditures	
Net cash used in investing activities	
Net cash used in investing activities	
Net cash used in investing activities	
<b>CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>	
Long-term debt proceeds	
Long-term debt proceeds	
Long-term debt proceeds	
Payments on long-term debt	
Repurchases of Common stock	
Dividends paid	
Net transfers to Parent	
Other, net	
Net cash provided by (used in) financing activities	
Net cash (used in) provided by financing activities	
Effect of exchange rate changes on cash and cash equivalents	
Net increase in cash and cash equivalents	
Cash and cash equivalents at beginning of period	
<b>CASH AND CASH EQUIVALENTS AT END OF PERIOD</b>	
<b>SUPPLEMENTAL CASH FLOW INFORMATION:</b>	
<b>SUPPLEMENTAL CASH FLOW INFORMATION:</b>	
<b>SUPPLEMENTAL CASH FLOW INFORMATION:</b>	
Non-cash investing and financing activities:	
Non-cash investing and financing activities:	
Non-cash investing and financing activities:	
Non-cash settlements with Parent	
Non-cash settlements with Parent	
Non-cash settlements with Parent	
Non-cash Capital expenditures	

ATMUS FILTRATION TECHNOLOGIES INC. AND SUBSIDIARIES													
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY													
(in millions of U.S. dollars)													
Common Stock	Common Stock	Net Parent Investment	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total	Common Stock	Net Parent Investment	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Total Equity
<b>Balance December 31, 2020</b>													
<b>Balance at December 31, 2021</b>													
Net income													
Other comprehensive loss, net of tax													
Share-based awards													
Net transfers to Parent													
<b>Balance December 31, 2021</b>													
Net income													
Other comprehensive loss, net of tax													
Share-based awards													
Net transfers to Parent													

Balance December 31, 2022
Other comprehensive income, net of tax
Net transfers (to) from Parent
Net transfers (to) from Parent
Net transfers (to) from Parent
Balances at December 31, 2022
Net income
Other comprehensive loss, net of tax
Share-based awards
Net transfers (to) from Parent
Balance December 31, 2023
Balances at December 31, 2023
Net income
Other comprehensive loss, net of tax
Share-based awards
Common stock repurchased
Cash dividends declared (\$0.10 per share)
Balances at December 31, 2024
Balances at December 31, 2024
Balances at December 31, 2024

#### ATMUS FILTRATION TECHNOLOGIES INC. AND SUBSIDIARIES

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

##### NOTE 1. DESCRIPTION OF THE BUSINESS

Atmus Filtration Technologies Inc. ("Atmus" or the "Company") develops, designs, manufactures and sells filters, coolant and chemical products. Atmus offers is one of the global leaders of filtration products for first fit and aftermarket applications, including air filters, fuel filters, fuel water separators, lube filters, hydraulic filters, coolants, fuel additives and other filtration systems to original equipment manufacturers, dealers/distributors and end-users. Atmus supports a wide customer base in a diverse range of markets, including on-highway commercial vehicles and off-highway segments such as oil agriculture, construction, mining and gas, agriculture, mining, construction, power generation marine vehicles and industrial markets. The Company produces equipment. Atmus designs and sells globally recognized manufacturers advanced filtration products, principally under the Fleetguard branded products brand, that provide superior asset protection and enable lower emissions. Approximately 14% of Atmus' net sales in over 140 countries, including countries in North America, Europe, South America, Asia, Australia and Africa. Fleetguard branded 2024 were generated through first-fit sales to OEMs, where its products are available installed as components for new vehicles and equipment. Approximately 86% of Atmus' net sales in 2024 were generated in the aftermarket, where its products are installed as replacement or repair parts, leading to a strong recurring revenue base. Building on its more than 65-year history, Atmus continues to grow and differentiate itself through distribution centers worldwide.

##### Separation its global footprint, comprehensive offering of premium products, technology leadership and multi-channel path to market.

In April 2022, Cummins Inc. ("Cummins" or the "Parent") announced its intention to separate its filtration business (the "Filtration Business") into a standalone publicly traded company (the "Separation"). In preparation for separation the Separation from Cummins, Atmus, as its predecessor in interest, was incorporated as a wholly-owned subsidiary of Cummins in Delaware on April 1, 2022 in connection with the planned Separation. Prior to the completion of Atmus' initial public offering (the "IPO"), Cummins completed, in all material respects, the transfer of the assets and liabilities of the Filtration Business to Atmus and its subsidiaries as detailed in the separation agreement Atmus entered into with Cummins.

On September 30, 2022, and as amended on February 15, 2023, Atmus entered into a \$1.0 billion credit agreement ("Credit Agreement") with a syndicate of banks, providing for a \$600 million term loan facility (the "term loan") and a \$400 million revolving credit facility (the "revolving credit facility"), in anticipation of the Separation. Borrowings under the Credit Agreement did not become available until the IPO occurred. The facilities covered by the Credit Agreement will mature on September 30, 2027.

Atmus' Registration Statement on Form S-1, as amended, filed with the Securities and Exchange Commission ("Commission") on May 16, 2023, was declared effective on May 25, 2023, and Atmus' common shares began trading on the New York Stock Exchange under the symbol "ATMU" on May 26, 2023. On May 30, 2023, the IPO was completed through the sale on behalf of certain commercial paper holders of Cummins of 16,243,070 shares of common stock, including the underwriters' full exercise of their 30-day option to purchase an additional 2,118,661 shares to cover over-allotments. None of the proceeds of the IPO were for the benefit of Atmus. As of the closing of the IPO, Cummins owned and continues to own, approximately 80.5% of the outstanding shares of Atmus common stock.

##### Atmus Debt Agreement

On September 30, 2022, and as amended on February 15, 2023, Atmus entered into a \$1.0 billion credit agreement ("Credit Agreement") with Cummins and a syndicate of banks, providing for a \$600 million term loan facility (the "term loan") and a \$400 million revolving credit facility (the "revolving credit facility"), in anticipation of the Separation. Borrowings under the Credit Agreement did not become available until the IPO occurred. The facilities covered by the Credit Agreement will mature on September 30, 2027.

Upon completion of the IPO, Atmus borrowed \$650 million, consisting of proceeds of the term loan and amounts drawn under the revolving credit facility, and paid such amounts to Cummins in partial consideration for the Separation.

On February 14, 2024, Cummins announced an exchange offer whereby Cummins shareholders could exchange all or a portion of Cummins common stock for shares of Atmus common stock owned by Cummins. The divestiture of Atmus shares by Cummins was completed on March 18, 2024 and resulted in the full separation of Atmus and divestiture of Cummins' entire ownership and voting interest in Atmus ("Full Separation").

## NOTE 2. BASIS OF PRESENTATION

As Atmus became a publicly traded company upon the IPO, its financial statements are now presented on a consolidated basis. In preparation for the IPO, the Company's historical consolidated combined financial statements were prepared on a standalone basis, which reflected a combination of entities under common control that had been "carved out" of and derived from the historical consolidated financial statements and accounting records of Cummins.

The financial statements for all periods presented, including the historical results of the Company prior to May 26, 2023, are now referred to as "Consolidated Financial Statements", and have been prepared in accordance with generally accepted accounting principles in the United States of America (GAAP). All intercompany balances and transactions are eliminated in consolidation.

### Periods Prior to the IPO

Prior to the IPO, Atmus, previously the Filtration Business of Cummins, functioned as part of the larger group of businesses controlled by Cummins and accordingly, utilized centralized functions of Cummins, such as facilities and information technology, to support its operations. A portion of the shared service costs were historically allocated to the Filtration Business. Cummins also performed certain corporate functions for the Filtration Business. The corporate expenses related to the related corporate expenses Filtration Business were allocated from Cummins. These allocated costs primarily related to certain governance and corporate functions, including finance, human resources, investor relations, legal, tax, treasury and certain other costs. Where it was possible to specifically attribute such expenses to activities of the Filtration Business, these amounts were charged or credited directly to the Filtration Business without allocation or apportionment. Allocation of other such expenses was based on a reasonable reflection of the utilization of the service provided or benefit received by the Filtration Business for the periods presented prior to the Separation, on a consistent basis, such as a relative percentage of headcount and third-party sales. The aggregate costs allocated for these functions to the Filtration Business are included within the Consolidated Statements of Net Income for the periods presented prior to the Separation.

Management believes these cost allocations were a reasonable reflection of the utilization of services provided to, or the benefit derived by, the Filtration Business during the period prior to the IPO, though the allocations may not be indicative of the actual costs that would have been incurred had the Filtration Business operated as a standalone public company. Actual costs that may have been incurred if the Filtration Business had been a standalone company would depend on a number of factors, including the chosen organizational structure, whether functions were outsourced or performed by the Filtration Business employees, and strategic decisions made in areas such as manufacturing, selling and marketing, research and development, information technology and infrastructure.

Historically, Atmus' cash was transferred to Cummins on a daily basis. This arrangement was not reflective of the manner in which Atmus would have been able to finance its operations had it been a standalone business separate from Cummins during each of the periods presented.

Cummins' debt and related interest expense were not allocated to Atmus for any of the periods presented since Atmus was not the legal obligor of the debt and Cummins' borrowings were not directly attributable to Atmus.

As the separate legal entities that made up the Filtration Business were not historically held by a single legal entity, Cummins' net investment in this business ("Net Parent Investment") was presented in lieu of a controlling interest's equity in the Consolidated Financial Statements.

For the Filtration Business, transactions with Cummins affiliates were included in the Consolidated Statements of Net Income and related balances were reflected as related party receivables and related party payables. Other balances between the Filtration Business and Cummins were considered to be effectively settled in the Consolidated Financial Statements at the time the transactions were recorded.

### As of the IPO Date

In connection with the Separation, we Atmus entered into various agreements with Cummins, including a separation agreement. In the separation agreement, there were certain assets and liabilities identified in the schedules, including leases and unrecognized tax liabilities, which were retained by Cummins and were reflected as Net Parent Investment in the Company's Consolidated Financial Statements, and those that were transferred to the Company, including additional pension assets, other compensation obligations and certain other assets and liabilities, which were transferred to the Company through Net Parent Investment in the Company's Consolidated Financial Statements. These various agreements comprehensively provide a framework for our relationship with Cummins and govern various interim and ongoing relationships between us and Cummins post IPO.

As part of the Separation, Net Parent Investment was reclassified as Additional Paid-in Capital.

### Periods Post IPO

Following the IPO, certain services continue to be provided by Cummins under a transition services agreement. The Company incurred certain costs in its establishment as a standalone public company and expects to incur ongoing additional costs associated with operating as an independent, publicly traded company.

As a standalone entity, the Company will file tax returns on its own behalf, and tax balances and effective income tax rates may differ from the amounts reported in the historical periods. Post IPO, Atmus currently files a consolidated Federal income tax return and returns in certain other jurisdictions with Cummins. Following a full separation from

Cummins, Atmus will file tax returns in those jurisdictions on its own behalf.

Post IPO, Retained earnings began to accumulate and the balance reflected on the Consolidated Balance Sheets reflects earnings for the period May 26, 2023 through December 31, 2023 December 31, 2024.

#### Periods Post Full Separation

Following Full Separation, Cummins will continue to provide certain services to Atmus under the transition services agreement. The transition services agreement relates primarily to administrative services, which are expected to be completed by August 2025. Atmus will continue to pay Cummins mutually agreed upon fees for these services.

Post Full Separation, Cummins is no longer considered a related party and activity post March 18, 2024, between Atmus and Cummins has been treated as arm's-length transactions.

Atmus files tax returns in all jurisdictions on its own behalf post Full Separation, and tax balances and effective income tax rates may differ from the amounts reported in the historical periods.

#### NOTE 3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### Investments in Equity Investees

We use the equity method to account for our investments in joint ventures, affiliated companies and alliances in which we have the ability to exercise significant influence, generally represented by equity ownership or partnership equity of at least 20 percent but not more than 50 percent. Generally, under the equity method, original investments in these entities are recorded at cost and subsequently adjusted by our share of equity in income or losses after the date of acquisition. Equity in income or losses of each investee is recorded according to our level of ownership; if losses accumulate, we record our share of losses until our investment has been fully depleted. If our investment has been fully depleted, we recognize additional losses only when we are the primary funding source. We eliminate (to the extent of our ownership percentage) in our Consolidated Financial Statements the profit in inventory held by our equity method investees that has not yet been sold to a third-party. Dividends received from equity method investees reduce the amount of our investment when received and do not impact our earnings. Our investments are classified as "Investments and advances related to equity method investees" in our Consolidated Balance Sheets. Our share of the results from joint ventures, affiliated companies and alliances is reported in our Consolidated Statements of Net Income as "Equity, royalty and interest income from investees" and is reported net of all applicable income taxes. Our foreign equity investees are presented net of applicable foreign income taxes in our Consolidated Statements of Net Income. See Note 5, *Investments in Equity Investees*, for additional information.

##### Use of Estimates in the Preparation of the Consolidated Financial Statements

Preparation of financial statements requires management to make estimates and assumptions that affect reported amounts presented and disclosed in our Consolidated Financial Statements. Significant estimates and assumptions in these Consolidated Financial Statements require the exercise of judgement and are used for, but not limited to, estimates of future cash flows and other assumptions associated with goodwill and long-lived asset impairment tests, useful lives for depreciation and amortization, warranty programs, restructuring costs, income taxes, deferred tax valuation allowances, contingencies and allowances for doubtful accounts. Due to the inherent uncertainty involved in making estimates, actual results reported in future periods may be different from these estimates.

##### Revenue From Contracts with Customers

###### Revenue Recognition Sales of Products

We sell to customers either through long-term arrangements or standalone purchase orders. Our long-term arrangements generally do not include committed volumes until underlying purchase orders are issued. Typically, we recognize revenue on the products we sell at a point in time, in accordance with shipping terms or other contractual arrangements. All related shipping and handling costs are accrued at the time the related performance obligation has been satisfied.

Our sales arrangements may include the collection of sales and other similar taxes that are then remitted to the related taxing authority. We have elected to present the amounts collected for these taxes net of the related tax expense rather than presenting them as additional revenue.

We grant credit limits and terms to customers based upon traditional practices and competitive conditions. Typical terms vary by market, but payments are generally due in 60 days or less from invoicing for most of our product sales.

##### Sales Incentives

We provide various sales incentives to both our distribution network and OEM customers. These programs are designed to promote the sale of our products or encourage the usage of our products by OEM customers. When there is uncertainty surrounding these sales incentives, we may reduce the amount of revenue we recognize under a contract through an incentive accrual. When the uncertainty has been resolved the accrual will be adjusted accordingly. Sales incentives primarily fall into three categories:

- Aftermarket rebates;
- Volume and growth rebates; and
- Marketing Development Fund ("MDF").

For aftermarket rebates, we provide incentives to promote sales to certain dealers and end-markets. These rebates are typically paid on a quarterly, or more frequent, basis. At the time of the sale, we consider the expected amount of these rebates when determining the overall transaction price. Estimates are adjusted at the end of each month or quarter based sales and historical experience.

For volume and growth rebates, we provide certain customers with rebate opportunities for attaining specified volumes during a particular quarter or year. We consider the expected amount of these rebates at the time of the original sale as we determine the sales revenue. We update our assessment of the amount of rebates that will be earned on a monthly or quarterly basis based on our best estimate of the volume levels the customer will reach during the measurement period.

For MDF's, these are funds to support our customers primarily for business development, marketing and advertising programs, promotional items jointly developed, dealer incentives and partnering programs. Depending on the agreement, the funds are accrued for and paid on a quarterly basis, annual basis, or as agreed with those customers receiving these funds.

#### **Sales Returns**

The initial determination of the sales revenue may also be impacted by product returns. Rights of return do not exist for the majority of our sales other than for quality issues. We do offer certain return rights in our aftermarket business, where some aftermarket customers are permitted to return a small amount of filters each year. An estimate of future returns is accounted for at the time of sale as a reduction in the overall sales revenue based on historical return rates.

#### **Foreign Currency Transactions and Translation**

We translate assets and liabilities of foreign entities to U.S. dollars, where the local currency is the functional currency, at month-end exchange rates. We translate income and expenses to U.S. dollars using weighted-average exchange rates. We record adjustments resulting from translation in a separate component of accumulated other comprehensive loss and include the adjustments in net income only upon sale, loss of controlling financial interest or liquidation of the underlying foreign investment.

Foreign currency transaction gains and losses are included in net income. For foreign entities where the U.S. dollar is the functional currency, including those operating in highly inflationary economies when applicable, we remeasure non-monetary balances and the related income statement amounts using historical exchange rates. We include the resulting gains and losses in net income, including the effect of derivatives in our Consolidated Statements of Net Income, which combined with transaction gains (losses) amounted to \$2.8 million, \$(3.3) million \$0.3 million and \$0.4 million \$0.3 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively.

#### **Income Tax Accounting**

We determine our income tax expense using the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for the future tax effects of temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. Future tax benefits of net operating loss and credit carryforwards are also recognized as deferred tax assets. We evaluate the recoverability of our deferred tax assets each quarter by assessing the likelihood of future profitability and available tax planning strategies that could be implemented to realize our net deferred tax assets. A valuation allowance is recorded to reduce the tax assets to the net value management believes is more likely than not to be realized. In the event our operating performance deteriorates, future assessments could conclude that a larger valuation allowance will be needed to further reduce the deferred tax assets. In addition, we operate within multiple taxing jurisdictions and are subject to tax audits in these jurisdictions. These audits can involve complex issues, which may require an extended period of time to resolve. We accrue for the estimated additional tax and interest that may result from tax authorities disputing uncertain tax positions. We believe we made adequate provisions for income taxes for all years that are subject to audit based upon the latest information available.

Our income tax provision was prepared following the separate return method, which applies Accounting Standards Codification ("ASC") 740 to the standalone financial statements of each member of the combined group as if the group member were a separate and standalone enterprise. Due to this treatment, tax transactions included in the Consolidated Financial Statements of the Parent may not be included in the separated Consolidated Financial Statements of the Company. Similarly, there may be certain tax attributes within the Consolidated Financial Statements of the Company that would not be found in the Consolidated Financial Statements and tax returns of the Parent. Examples of such items include net operating losses, tax credits carry forwards and valuation allowances, which may exist in the standalone financial statements but not in the Parent's Consolidated Financial Statements.

Furthermore, The international tax framework introduced by the Consolidated Financial Statements Organization for Economic Co-operation and Development under its Pillar Two initiative includes a global minimum tax of 15 percent. Legislation adopting these provisions has been enacted in certain jurisdictions where the Company operates and is effective for the Company's 2024 fiscal year. The Company has assessed this legislation and the Pillar Two provisions do not reflect any amounts due to or due from have a material impact on the Parent for income Company's tax related matters as these matters are settled at the end of each year, expense.

A more complete description of our income taxes and the future benefits of our net operating loss and credit carryforwards is disclosed in Note 6, *Income Taxes*.

#### **Russian Operations**

On March 17, 2022, Cummins' Board of Directors decided to indefinitely suspend its operations in Russia due to the ongoing conflict in Ukraine. As a result of the suspension of operations, we evaluated the recoverability of assets in Russia and assessed other liabilities that may have been incurred. We have experienced, and expect to continue to experience, an inability to collect customer receivables. We also determined that we have some inventory items that were designated specifically for Russia that will not be able to be used elsewhere.

As a result of this suspension, approximately \$1.7 million of accounts receivable were reserved for and \$0.6 million of inventory was written off in 2022. As of December 31, 2023, the accounts receivable reserves for our Russia operations were \$1.5 million and no inventory was written off during the year. The associated expense is recorded within Other operating expense, net and Cost of sales, respectively, in the Consolidated Statements of Net Income.

#### **Cash and Cash Equivalents**

Cash and cash equivalents consist of bank checking accounts and money market accounts. Atm us considers all highly liquid investments with original maturities of three months or less at the time of purchase to be cash equivalents. Cash and cash equivalents are carried at cost, which approximates fair value.

## Accounts Receivable and Allowance for Doubtful Accounts

Trade accounts receivable represent amounts billed to customers and not yet collected or amounts that have been earned but may not be billed until the passage of time and are recorded when the right to consideration becomes unconditional. Trade accounts receivable are recorded at the invoiced amount, which approximates net realizable value and generally do not bear interest. The allowance for doubtful accounts is our best estimate of the amount of expected credit losses in our existing accounts receivable. We determine the allowance based on our historical collection experience and by performing an analysis of our accounts receivable in light of the current economic environment. This estimate of expected losses reflects those losses expected to occur over the contractual life of the receivable. We review our allowance for doubtful accounts at least quarterly, and more frequently as needed. In addition, when necessary, we provide an allowance for the full amount of specific accounts deemed to be uncollectible. Account balances are charged off against the allowance in the period in which we determine that it is probable the receivable will not be recovered. The

allowance for doubtful accounts balances were \$2.9 million \$3.0 million and \$2.4 2.9 million at December 31, 2023 December 31, 2024 and 2022, respectively; the increase was principally driven by Russia as described above 2023, respectively. Bad debt write-offs were not material during the three years ended December 31, 2023 December 31, 2024.

## Inventories

Our inventories are stated at the lower of cost or net realizable value. As of December 31, 2023 December 31, 2024 and 2022, 2023, approximately 32.1% 30.3% and 34.4% 32.1%, respectively, of our inventories were valued using the last-in, first-out (LIFO) cost method. The cost of other inventories is generally valued using the first-in, first-out (FIFO) cost method. Our inventories include estimates for adjustments related to annual physical inventory results and for inventory cost changes under the LIFO cost method. Due to significant movements of partially-manufactured components and parts between manufacturing plants, we do not internally measure, nor do our accounting systems provide, a meaningful segregation between raw materials and work-in-process. See Note 7, *Inventories*, for additional information.

## Property, Plant and Equipment

We record property, plant and equipment at cost, inclusive of finance lease assets, with the adoption of ASC 842. We depreciate the cost of the majority of our property, plant and equipment using the straight-line method with depreciable lives ranging from 20 to 40 years for buildings and 3 to 15 years for machinery, equipment and fixtures. Finance lease asset amortization is recorded in depreciation expense. We expense normal maintenance and repair costs as incurred. Depreciation expense totaled \$21.5 million \$24.8 million, \$20.7 million \$21.5 million and \$21.0 million \$20.7 million for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively. See Note 8, *Property, Plant and Equipment* and Note 9, *Leases*, for additional information.

## Impairment of Long-Lived Assets

We review our long-lived assets for possible impairment whenever events or circumstances indicate that the carrying value of an asset or asset group may not be recoverable. We assess the recoverability of the carrying value of the long-lived assets at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. An impairment of a long-lived asset or asset group exists when the expected future pre-tax cash flows (undiscounted and without interest charges) estimated to be generated by the asset or asset group is less than its carrying value. If these cash flows are less than the carrying value of such asset or asset group, an impairment loss is measured based on the difference between the estimated fair value and carrying value of the asset or asset group. Assumptions and estimates used to estimate cash flows in the evaluation of impairment and the fair values used to determine the impairment are subject to a degree of judgment and complexity. Any changes to the assumptions and estimates resulting from changes in actual results or market conditions from those anticipated may affect the carrying value of long-lived assets and could result in a future impairment charge.

## Leases

We determine if an arrangement contains a lease in whole or in part at the inception of the contract. Right-of-use ("ROU") assets represent our right to use an underlying asset for the lease term while lease liabilities represent our obligation to make lease payments arising from the lease. All leases greater than 12 months result in the recognition of a ROU asset and a liability at the lease commencement date based on the present value of the lease payments over the lease term. As most of our leases do not provide the information required to determine the implicit rate, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. This rate is determined considering factors such as the lease term, our credit standing and the economic environment of the location of the lease. We use the implicit rate when readily determinable.

Our lease terms include all non-cancelable periods and may include options to extend (or to not terminate) the lease when it is reasonably certain that we will exercise that option. Leases that have a term of 12 months or less at the commencement date are expensed on a straight-line basis over the lease term and do not result in the recognition of an asset or a liability.

Lease expense for operating leases is recognized on a straight-line basis over the lease term. Lease expense for finance leases is generally front-loaded as the finance lease ROU asset is depreciated on a straight-line basis, but interest expense on the liability is recognized utilizing the interest method that results in

more expense during the early years of the lease. We have lease agreements with lease and non-lease components, primarily related to real estate, vehicle and information technology ("IT") assets. For vehicle and real estate leases, we account for the lease and non-lease components as a single lease component. For IT leases, we allocate the payment between the lease and non-lease components based on the relative value of each component. See Note 9, *Leases*, for additional information.

#### **Goodwill**

We have the option to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value as a basis for determining whether it is necessary to perform an annual quantitative goodwill impairment test. We have elected this option for our reporting unit. In addition, the carrying value of goodwill must be tested for impairment on an interim basis in certain circumstances where impairment may be indicated.

When we are required or opt to perform the quantitative impairment test, the fair value of our reporting unit is estimated with either the market approach or the income approach using a discounted cash flow model. Our income approach method uses a discounted cash flow model in which cash flows anticipated over several periods, plus a terminal value at the end of that time horizon, are discounted to their present value using an appropriate rate of return.

The discounted cash flow model requires us to make projections of revenue, gross margin, operating expenses, working capital investment and fixed asset additions for our reporting unit over a multi-year period. Additionally, management must estimate a weighted-average cost of capital, which reflects a market rate, for our reporting unit for use as a discount rate. The discounted cash flows are compared to the carrying value of the reporting unit and, if less than the carrying value, the difference is recorded as a goodwill impairment loss. In addition, we also perform a sensitivity analysis to determine how much our forecasts can fluctuate before the fair value of a reporting unit would be lower than its carrying amount.

We perform the required procedures as of the end of our fiscal third quarter.

Changes in our projections or estimates, a deterioration of our operating results and the related cash flow effect or a significant increase in the discount rate could decrease the estimated fair value of our reporting unit and result in a future impairment of goodwill. See Note 10, *Goodwill*, for additional information.

#### **Warranty**

We estimate and record a liability for standard warranty programs at the time our products are sold. Our estimates are based on historical experience and reflect management's best estimates of expected costs at the time products are sold and subsequent adjustment to those expected costs when actual costs differ. As a result of the uncertainty surrounding the nature and frequency of product campaigns, the liability for such campaigns is recorded when we commit to a recall action or when a recall becomes probable and estimable, which generally occurs when it is announced. We review and assess the liability for these programs on a quarterly basis. See Note 11, *Product Warranty Liability*, for additional information.

#### **Research, Development and Development Engineering**

Our research, **development** and **development engineering** programs are focused on product improvements, product extensions, innovations and cost reductions for our customers. Research, **development** and **development engineering** expenditures include salaries, contractor fees, building costs, utilities, testing, technical IT, administrative

expenses and allocation of corporate costs and are expensed, net of contract reimbursements, when incurred. Research, **development** and **development engineering** expenses were **\$42.3 million** **\$40.6 million**, **\$38.5 million** **\$42.5 million** and **\$41.6 million** **\$38.6 million** for the years ended **December 31, 2023** **December 31, 2024**, **2022** **2023** and **2021, 2022**, respectively.

#### **Related Party Transactions**

In accordance with the provisions of various joint venture agreements, we may purchase products and components from our joint ventures, sell products and components to our joint ventures and our joint ventures may sell products and components to unrelated parties. Joint venture transfer prices may differ from normal selling prices. Certain joint venture agreements transfer product at cost, some transfer product on a cost-plus basis, and others transfer product at market value. **We also may purchase products and components from other**

**Cummins' owned entities and sell products to other Cummins' owned entities.** These purchases and sales take place on terms resulting in margins within a reasonable range of market rates. See Note 16, 17, *Relationship with Parent and Related Parties*, for additional information.

#### **Segment Information**

We operate our business as one operating segment and also one reportable segment based on the manner in which we review and evaluate operating performance. The **types of products from which revenue is derived are the same as those described in the description of the business section and the accounting policies are the same as those described in the summary of significant accounting policies.**

**The operating results are regularly reviewed by Atmus' chief operating decision maker on a consolidated basis. The chief operating decision maker is our Chief Executive Officer. The chief operating decision maker assesses performance for our business and decides how to allocate resources based on net income that also is reported on the income statement as consolidated net income and is regularly provided with consolidated expense information from the income statement. The measurement of business assets is reported on the balance sheet as total consolidated assets.**

The chief operating decision maker uses net income predominately in the annual budget and forecasting process. The chief operating decision maker considers budget-to-actual in deciding whether to reinvest profit into the operating segment or for other entity initiatives, such as acquisitions, paying dividends, or share repurchases. The chief operating decision maker also uses the profit or loss measure for determining compensation of certain employees.

### Stock-Based Compensation

We maintain a share-based compensation plan, which authorizes the granting of various equity-based incentives, including restricted stock units ("RSU's) and performance share units ("PSU's). Stock compensation expense is generally amortized on a straight line basis over the service period during which awards are expected to vest, generally three years.

RSUs are typically granted to selected management employees on an annual basis and vest over three years. Dividend equivalents are paid during the vesting period. The fair value of our RSUs and other stock-based awards is measured at the market price of our Common Stock on the grant date.

PSUs vest based on varying performance, market and service conditions. The fair value of our PSUs is measured at the market price of our Common Stock on the grant date. The final award may equal 0-200 percent of the target grant, based on our actual performance during the vesting period.

Forfeitures are estimated on the grant date for all of our stock-based compensation awards.

### Pensions and other Postretirement Benefits

Atmus and its Parent provide provides a range of benefits, including pensions, postretirement and post-employment benefits to eligible current and former employees, of which certain of our employees participate. For purposes of Atmus' Consolidated Financial Statements, participation in Cummins plans is being treated as a multiemployer plan.

Accordingly, the benefit obligations, plan assets and accumulated other comprehensive income (loss) amounts are not shown in the Consolidated Balance Sheets for these plans.

Atmus plans that have been transferred as part of the transaction, however, are treated as single-employer plans. See Note 13, *Pensions and Other Postretirement Benefits*, for more information.

### Net Parent Investment

Net Parent Investment represents our Parent's Cummins' historical investment in us, our accumulated net earnings after taxes and the net effect of transactions with and allocations from our Parent Cummins prior to the IPO.

Net Parent Investment in the Consolidated Balance Sheets represents Cummins' net investment in Atmus and is presented in lieu of shareholders' equity. The Consolidated Statements of Changes in Net Parent Investment Equity include net cash transfers between Cummins and Atmus pursuant to the centralized cash management and other treasury-related functions performed by Cummins. Cummins for the periods prior to the IPO. The Net Parent Investment account includes the settlement and net effect of transactions with and corporate allocations from Cummins including administrative expenses such as corporate finance, accounting and field shared services, information services, human resources, marketing, corporate office and other services.

In the separation agreement, there were certain assets and liabilities which were retained by Cummins and were reflected as Net Parent Investment in the Company's Consolidated Financial Statements, and those that were transferred to the Company through Net Parent Investment in the Company's Consolidated Financial Statements.

The net effect of other assets and liabilities and related income and expenses recorded at the corporate level and pushed down to Atmus are also included in Net Parent Investment.

All transactions reflected in Net Parent Investment in the accompanying historical Consolidated Balance Sheets have been considered cash receipts and payments for purposes of the Consolidated Statements of Cash Flows and are reflected in financing activities in the accompanying Consolidated Statements of Cash Flows with the exception of certain non-cash items related to an unrecognized tax liability for FIN48 reserves and leased assets and related depreciation, which were retained by Cummins upon completion of Atmus' IPO. These items have been included as supplemental information to the Consolidated Statements of Cash Flows.

### Recent Accounting Pronouncements Net Yet Adopted

#### Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update (ASU) ("ASU") No. 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which requires a public entity to disclose significant segment expenses and other segment items on an annual and interim basis and provide in interim periods all disclosures about a reportable segment's profit or loss and assets that are currently required annually. Additionally, it requires a public entity to disclose the title and position of the Chief Operating Decision Maker ("CODM"). The ASU does not change how a public entity identifies its operating segments, aggregates them, or applies the quantitative thresholds to determine its reportable segments. The new standard is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. A public entity should apply the amendments in this ASU retrospectively to all prior periods presented in the financial statements. We expect adopted this ASU to only standard in the fourth quarter of 2024 and it did not have a material impact on our disclosures with and no impacts to our results of operations, cash flows and financial condition.

#### Income Taxes (Topic 740): Improvements to Income Tax Disclosures

In December 2023, the FASB issued ASU No. 2023-09:2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, that requires entities to disclose additional information about federal, state, and foreign income taxes primarily related to the income tax rate reconciliation and income taxes paid. The new standard also eliminates certain existing disclosure requirements related to uncertain tax positions and unrecognized deferred tax liabilities. The guidance is effective for our fiscal year ending December 31, 2025, with early adoption permitted. The guidance does not affect recognition or measurement in our consolidated financial statements. We expect this ASU to only impact our disclosures with no impacts to our results of operations, cash flows and financial condition.

## Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses

In November 2024, the FASB issued ASU No. 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement

Expenses, which requires disclosure of certain costs and expenses on an interim and annual basis in the notes to the consolidated financial statements. The guidance is effective for annual reporting periods beginning after December 15, 2026 and interim periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. The guidance is to be applied either prospectively to financial statements issued for reporting periods after the effective date or retrospectively to any or all prior periods presented in the financial statements. We are currently evaluating the potential impact of adopting this new guidance on our consolidated financial statements and related disclosures.

### NOTE 4: REVENUE FROM CONTRACTS WITH CUSTOMERS

#### Disaggregation of Revenue

##### Revenue by Geographic Area

The table below presents our consolidated sales by geographic area. Net sales attributed to geographic areas were based on the location of the customer.

In millions	In millions	Years ended December 31,			Years ended December 31,			Years ended December 31,	
		2023	2022	2021	In millions	2024	2023	2022	
United States									
Other international									
Total net sales									

##### Revenue by Product Category

The table below presents our consolidated sales by product category.

In millions	In millions	Years ended December 31,			Years ended December 31,			Years ended December 31,	
		2023	2022	2021	In millions	2024	2023	2022	
Fuel									
Lube									
Air									
Other									
Total net sales									

##### Revenue by Major Customer

Related party sales to Cummins represented 17.4% of net sales in 2023 (\$282.5 million), 19.3% of net sales in 2022 (\$302.2 million) and 18.5% of net sales in 2021 (\$266.8 million). For the years ended December 31, 2023 December 31, 2024, 2023 and 2022, and 2021, two three external customers, Cummins, PACCAR and the Traton Group, each represented greater than 10% of our annual net sales. These customers represented 17.6%, 16.5% and 12.2% of net sales in 2024, 17.4%, 15.6% and 11.8% of net sales in 2023 and 19.3%, 16.2% and 12.0% of net sales in 2022 and 15.1% and 11.7% of net sales in 2021. No other customers exceeded 10% of net sales in the three years presented.

### NOTE 5: INVESTMENTS IN EQUITY INVESTEES

Investments and advances related to equity method investees and our ownership percentages were as follows:

In millions	In millions	December 31,		December 31,		December 31,	
		2023	2022	In millions	Ownership Percentage	2024	2023
Shanghai Fleetguard Filter Co. Ltd.							
Fleetguard Filters Pvt. Ltd.							
Filtrum Fibretechnologies Pvt. Ltd.							

Investments and advances related to equity method investees

Dividends received from our unconsolidated equity investees were \$19.8 million, \$23.1 million \$25.5 million, \$19.8 million and \$24.0 million \$23.1 million in 2024, 2023 2022 and 2021 2022, respectively.

Equity, royalty and interest income from investees, net of applicable taxes, was as follows:

Years ended December 31,	Years ended December 31,	Years ended December 31,
--------------------------	--------------------------	--------------------------

In millions	2023	2022	2021	In millions	2024	2023	2022
Shanghai Fleetguard Filter Co. Ltd.							
Shanghai Fleetguard Filter Co. Ltd							
Fleetguard Filters Pvt. Ltd.							
Filtrum Fibretechnologies Pvt. Ltd.							
Filtrum Fibretechnologies Pvt. Ltd							
Atmus share of net income							
Royalty and interest income							
Equity, royalty and interest income from investees							

Our joint ventures are primarily intended to allow us to increase our market penetration in geographic regions, reduce capital spending, streamline our supply chain management and develop technologies. The results and investments in our joint ventures in which we have 50 percent or less ownership are included in "Equity, royalty and interest income from investees" and "Investments and advances related to equity method investees" in our Consolidated Statements of Net Income and Consolidated Balance Sheets, respectively.

- **Shanghai Fleetguard Filter Co. Ltd.**—Shanghai Fleetguard Filter Co. Ltd. is a limited liability company (Sinoforeign joint venture) incorporated in Shanghai of the People's Republic of China on April 27, 1994 by Dongfeng Motor Parts and Components Group Co., Ltd. and Cummins (China) Investment Co. with 50% partnership. Shanghai Fleetguard Filter Co. Ltd.'s approved scope of business operations includes the manufacture and sales of various filters and filter spare parts for diesel engines, trucks, buses, mining, excavators and other construction equipment to customers in China and exports to Atmus. Shanghai Fleetguard Filter Co. Ltd. has three manufacturing sites, Shanghai, Wuhan and Shiyan, with Shanghai being the primary location.
- **Fleetguard Filters Pvt. Ltd.**—Fleetguard Filters Pvt. Ltd. is a limited company incorporated in 1987 by Perfect Sealing Systems Private Limited (India) and Cummins Filtration Inc. (USA) which set a benchmark by providing premium filtration solutions for both on and off-highway applications from Air, Lube, Fuel, Hydraulic and Water Filtration to Coolants & Chemicals. They focus on supplies to first fit and aftermarket customers in India and exports to Atmus. The Head Office of Fleetguard Filters Pvt. Ltd. is located at Baner, in Pune, Maharashtra, India and has seven manufacturing plants in different states of India—Dharwad in Karnataka, Hosur in Tamil Nadu, Jamshedpur in Jharkhand, Nandur, Wadki and Loni Khalbhor in Maharashtra, and Sitarganj in Uttarakhand.

#### Equity Investee Financial Summary

Summary financial information for our equity investees was as follows:

In millions	Years ended December 31,			Years ended December 31,			Years ended December 31, 2022
	In millions	2023	2022	2021	In millions	2024	2023
Net sales							
Gross margin							
Net income							
Atmus share of net income							
Royalty and interest income							
Total equity, royalty and interest income from investees							
Current assets							
Non-current assets							
Current liabilities							
Non-current liabilities							
Net assets							
Atmus share of net assets							

#### NOTE 6: INCOME TAXES

The following table summarizes income before income taxes:

In millions	Years ended December 31,			Years ended December 31,			Years ended December 31, 2022
	In millions	2023	2022	2021	In millions	2024	2023
U.S. income <sup>(1)</sup>							

Foreign income (1)	Foreign income (1)	90.1	142.9	144.7	Foreign income (1)	108.8	90.1	142.9
Income before income taxes								

(1) The change in the mix of earnings between U.S. and foreign operations from 2022 to 2023 primarily relates to a legal entity restructuring implemented in anticipation of the IPO and the Separation.

Income tax expense (benefit) consisted of the following:

In millions	In millions	Years ended December 31,		Years ended December 31,		Years ended December 31,		
		2023	2022	2021	In millions	2024	2023	2022
Current								
U.S. federal and state								
U.S. federal and state								
U.S. federal and state								
Foreign								
Total current income tax expense								
Deferred								
U.S. federal and state								
U.S. federal and state								
U.S. federal and state								
Foreign								
Total deferred income tax expense (benefit)								
Total deferred income tax expense (benefit)								
Total deferred income tax expense (benefit)								
Income tax expense								

Total income taxes paid were approximately \$41.3 million \$66.9 million, \$41.3 million and \$20.3 million in 2024, 2023 and \$17.6 million in 2023, 2022, and 2021, respectively.

A reconciliation of the statutory U.S. federal income tax rate to the effective tax rate was as follows:

		Years ended December 31,		Years ended December 31,		Years ended December 31,	
		2023		2022			
		2024	2023	2021	2022		
Statutory U.S. federal income tax rate	Statutory U.S. federal income tax rate	21.0%	21.0%	21.0% rate	21.0%	21.0%	
State income tax, net of federal effect	State income tax, net of federal effect	1.4%	0.9%	1.0% effect	1.3%	1.4%	
Differences in rates and taxability of foreign subsidiaries and joint ventures	Differences in rates and taxability of foreign subsidiaries and joint ventures	3.9%	(2.6)%	(1.2)% ventures	(0.7)%	3.9%	
Research tax credits	Research tax credits	(1.3)%	(0.6)%	(1.1)% Research tax credits	(1.1)%	(1.3)%	
Foreign derived intangible income	Foreign derived intangible income	(1.7)%	(1.3)%	(1.2)% Foreign derived intangible income	(1.3)%	(1.7)%	
Valuation allowance	Valuation allowance	—%	(0.4)%	0.7% Valuation allowance	2.0%	—%	
Uncertain tax positions	Uncertain tax positions	0.1%	2.5%	1.6% Uncertain tax positions	0.1%	2.5%	
Other, net	Other, net	0.9%	0.1%	0.7% Other, net	(0.3)%	0.9%	
Effective tax rate	Effective tax rate	24.3%	19.6%	21.5% Effective tax rate	21.0%	24.3%	

Our effective tax rate for 2023 2024 was 21.0%, 24.3 percent compared to 19.6 percent 24.3% for 2022 2023 and 21.5 percent 19.6% for 2021 2022. The increase decrease in our the effective tax rate was primarily due to changes driven by a favorable change in the mix of our income before income taxes between the U.S. earnings among tax jurisdictions

and discrete tax items related to US and foreign countries. tax return filings.

At December 31, 2023 December 31, 2024, \$129.9 million \$199.5 million of non-U.S. earnings are considered indefinitely reinvested in operations outside the U.S. for which deferred taxes have not been provided. Determination of the related deferred tax liability, if any, is not practicable because of the complexities associated with the hypothetical calculation.

Carryforward tax benefits and the tax effect of temporary differences between financial and tax reporting that give rise to net deferred tax assets (liabilities) were as follows:

In millions	In millions	December 31, 2023		December 31, 2024		December 31, 2023
		2022	2023	2024	2023	
Deferred tax assets						
Foreign carryforward benefits						
Foreign carryforward benefits						
Employee benefit plans						
Employee benefit plans						
Employee benefit plans						
Foreign carryforward benefits						
Accrued expenses						
Warranty expenses						
Lease liabilities						
Research and development capitalization						
Other						
Gross deferred tax assets						
Valuation allowance						
Total deferred tax assets						
Deferred tax liabilities						
Property, plant and equipment						
Property, plant and equipment						
Property, plant and equipment						
Unremitted income of foreign subsidiaries and joint ventures						
Employee benefit plans						
Lease assets						
Other						
Total deferred tax liabilities						
Net deferred tax assets						

Our foreign carryforward benefits as of December 31, 2023 December 31, 2024 may be carried forward indefinitely, subject to certain utilization limitations.

A valuation allowance is recorded to reduce the gross deferred tax assets to an amount we believe is more likely than not to be realized. The valuation allowance is primarily attributable to the uncertainty regarding the realization of foreign net operating loss carryforward benefits.

loss, foreign currency loss and foreign tax credits.

A reconciliation of the valuation allowance for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022 was as follows:

In millions	In millions	Years ended December 31, 2023		Years ended December 31, 2024		Years ended December 31, 2022
		2022	2023	2024	2023	
Balance at beginning of year						
Additions charged to tax expense						
Valuation allowance reversal						
Other (1)						

## Balance at end of year

(a) Pursuant to the Separation Agreement, includes certain assets and liabilities, including deferred tax assets, and corresponding valuation allowances which were retained by Cummins. In addition, includes impact of currency changes and the expiration of net operating losses for which a full valuation allowance was recorded.

Our Consolidated Balance Sheets contain the following tax related items:

In millions	In millions	December 31,		December 31,		December 31,	
		2023	2022	2024	2023	2023	2023
Prepaid expenses and other current assets							
Refundable income taxes							
Refundable income taxes							
Other assets							
Deferred income tax assets							
Deferred income tax assets							
Deferred income tax assets							
Other accrued expenses							
Income tax payable							
Income tax payable							
Income tax payable							
Other liabilities							
One-time transition tax							
One-time transition tax							
One-time transition tax							
Deferred income tax liabilities							
Deferred income tax liabilities							
Deferred income tax liabilities							

A reconciliation of unrecognized tax benefits for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022 was as follows:

In millions	In millions	December 31,		December 31,		December 31,	
		2023	2022	2021	2024	2023	2022
Balance at beginning of year							
Additions to current year tax positions							
Additions to prior years' tax positions							
Reductions to prior years' tax positions <sup>(1)</sup>							
Balance at end of year							

(a) Pursuant to the Separation Agreement, includes certain assets and liabilities, including contingency reserves which were retained by Cummins

The total amount of unrecognized tax benefits in 2024, 2023 2022 and 2021, 2022, if recognized, would favorably impact the effective tax rate in future periods.

We have accrued interest expense related to the unrecognized tax benefits of zero, \$0 million, \$0 million and \$7.0 million and \$5.0 million as of December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022, respectively. We recognize potential accrued interest and penalties related to unrecognized tax benefits in income tax expense.

Audit outcomes and the timing of audit settlements are subject to significant uncertainty. Although we believe that adequate provision has been made for such issues, there is the possibility that the ultimate resolution of such issues could have an adverse effect on our earnings. Conversely, if these issues are resolved favorably in the future, the related provision would be reduced, thus having a positive impact on earnings.

As a result of our global operations, we file income tax returns in various jurisdictions including U.S. federal, state and foreign jurisdictions. We are routinely subject to examination by taxing authorities throughout the world, including Australia, Belgium, Brazil, Canada, China, France, India, Mexico, the U.K. and the U.S. With few exceptions, our U.S. federal, major state and foreign jurisdictions are no longer subject to income tax assessments for years before 2019.

2020.

## NOTE 7: INVENTORIES

Inventories are stated at the lower of cost or net realizable value. Inventories included the following:

In millions	In millions	December 31,		In millions	December 31,		December 31,
		2023	2022		2024	2023	
Finished products							
Work-in-process and raw materials							
Inventories at FIFO cost							
Excess of FIFO over LIFO							
Total inventories							

#### NOTE 8: PROPERTY, PLANT AND EQUIPMENT

Details of our property, plant and equipment balance were as follows:

In millions	In millions	December 31,		In millions	December 31,		December 31,
		2023	2022		2024	2023	
Land and buildings							
Machinery, equipment and fixtures							
Construction in process							
Property, plant and equipment, gross							
Less: Accumulated depreciation							
Property, plant and equipment, net							

#### NOTE 9: LEASES

Our lease portfolio consists primarily of real estate and equipment leases. Our real estate leases primarily consist of land, office, distribution, warehousing and manufacturing facilities. These leases typically range in term from 2 to 50 years and may contain renewal options for periods up to 10 years at our discretion. Our equipment lease portfolio consists primarily of vehicles, fork trucks and IT equipment. These leases typically range in term from two years to three years and may contain renewal options. Our leases generally do not contain variable lease payments other than (1) certain foreign real estate leases which have payments indexed to inflation and (2) certain real estate executory costs (such as taxes, insurance and maintenance), which are paid based on actual expenses incurred by the lessor during the year. Our leases generally do not include residual value guarantees.

Our operating lease cost was \$10.5 million \$15.7 million, \$10.7 million \$10.5 million, and \$10.6 million \$10.7 million for the years ended December 31, 2023 December 31, 2024, 2023 and 2022, respectively. Our variable lease cost was \$1.0 million for the year ended December 31, 2024 and 2021, respectively, was immaterial for the years December 31, 2023 and 2022. Our finance lease cost short-term lease cost and variable short-term lease cost were immaterial for the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021, 2022.

Supplemental balance sheet information related to leases:

		December 31,					
		In millions	In millions	Balance Sheet Location	2024	2023	Balance Sheet Location
Assets		2023	2022				
Operating							
Operating							
Operating	\$24.8	\$32.4	Other assets	Other assets	\$ 37.3	\$ 24.8	Other assets
Finance <sup>(1)</sup>	Finance <sup>(1)</sup> \$ 0.7	Finance <sup>(1)</sup> \$ 0.6	Property, plant and equipment, net	Property, plant and equipment, net	Finance <sup>(1)</sup> \$ 1.5	\$ 0.7	Property, plant and equipment, net
Total lease assets							
Liabilities							
Liabilities							
Liabilities							

Current												
Current												
Current												
Operating												
Operating												
Operating	\$ 7.1	\$ \$ 9.0		Other accrued expenses	Other accrued expenses	\$ 12.0	\$ \$ 7.1		Other accrued expenses	Other accrued expenses	Other accrued expenses	Other accrued expenses
Finance	Finance	\$ 0.3	\$ \$ 0.4	Other accrued expenses	Other accrued expenses	Finance	\$ 0.5	\$ \$ 0.3	Other accrued expenses	Other accrued expenses	Other accrued expenses	Other accrued expenses
Long-term												
Operating												
Operating												
Operating	\$18.5	\$ \$23.2		Other liabilities	Other liabilities	\$ 26.6	\$ \$ 18.5		Other liabilities	Other liabilities	Other liabilities	Other liabilities
Finance	Finance	\$ 0.5	\$ \$ 0.7	Other liabilities	Other liabilities	Finance	\$ 1.0	\$ \$ 0.5	Other liabilities	Other liabilities	Other liabilities	Other liabilities

Total lease liabilities

(1) Finance lease assets were recorded net of accumulated amortization of \$1.2 million and \$0.9 million at December 31, 2024 and \$1.3 million at December 31, 2023 and 2022, 2023.

Supplemental cash flow and other information related to leases:

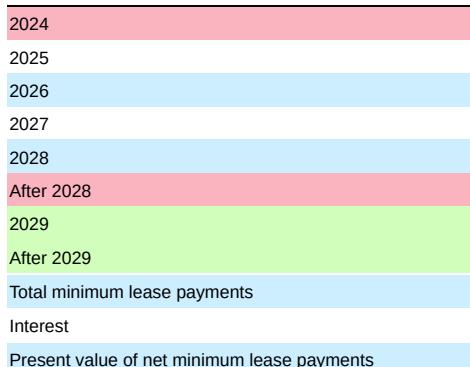
In millions	Years ended December 31,			Years ended December 31,			Years ended December 31,		
	In millions	2023	2022	2021	In millions	2024	2023	2022	
Cash paid for amounts included in the measurement of lease liabilities									
Operating cash flows from operating leases									
Operating cash flows from operating leases									
Operating cash flows from operating leases									
Right-of-use assets obtained in exchange for lease obligations									
Operating leases									
Operating leases									
Operating leases									
Finance leases									

Additional information related to leases:

	December 31,		December 31,		December 31,	
	2023	2022	2024	2023	2022	2023
Weighted-average remaining lease term (in years)						
Operating leases						
Operating leases						
Operating leases						
Finance leases						
Weighted-average discount rate						
Operating leases						
Operating leases						
Operating leases						
Finance leases						

Following is a summary of the future minimum lease payments due to finance and operating leases with terms of more than one year at lease commencement at December 31, 2023 December 31, 2024, together with the net present value of the minimum payments:

In millions	Finance Leases	Operating Leases	In millions	Finance Leases	Operating Leases
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#### NOTE 10: GOODWILL

Goodwill is not amortized but it is subject to impairment testing at the reporting unit on an annual basis, or more often if events or circumstances indicate there may be impairment. We perform a goodwill impairment evaluation for our reporting unit annually. There was no impairment of goodwill during the periods covered by these Consolidated Financial Statements.

#### NOTE 11: PRODUCT WARRANTY LIABILITY

A tabular reconciliation of the product warranty liability, including accrued product campaigns, was as follows:

In millions	In millions	December 31,			In millions	December 31,	
		2023	2022	2021		2024	2023
Balance, beginning of year							
Provision for base warranties issued							
Payments made during period							
Payments made during period							
Payments made during period							
Changes in estimates for pre-existing product warranties							
Foreign currency translation and other							
Balance, end of year							

Warranty liabilities on our Consolidated Balance Sheets were as follows:

In millions	December 31,	
	2023	2022
Current portion	\$ 5.4	\$ 5.9
Long-term portion	8.6	9.6
Total	\$ 14.0	\$ 15.5

#### Fuel Heater Campaign Accrual

Quality issues were identified with a particular application of a fuel heater which primarily impacted one customer, resulting in a recall campaign. A total of \$24.2 million was accrued for this campaign during 2020 and 2019. The remaining accrual balance at December 31, 2023 was \$3.0 million.

In millions	December 31,	
	2024	2023
Current portion	\$ 4.9	\$ 5.4
Long-term portion	7.3	8.6
Total	\$ 12.2	\$ 14.0

#### NOTE 12. DEBT AND BORROWING ARRANGEMENTS

Atmus entered into the Credit Agreement with Cummins and a syndicate of banks, providing for a term loan and a revolving credit facility, in anticipation of the Separation. Borrowings under the Credit Agreement did not become available under the Credit Agreement until the IPO occurred. The facilities covered by the Credit Agreement will mature on September 30, 2027.

Upon completion of the IPO, we borrowed \$650 million under the Credit Agreement, consisting of proceeds of the term loan and amounts drawn under the revolving credit facility, and paid such amounts to Cummins in partial consideration for the Separation.

Borrowings under the Credit Agreement bear interest at varying rates, depending on the type of loan and, in some cases, the rates of designated benchmarks and the applicable election made. Generally, U.S. dollar-denominated loans bear interest at an adjusted term Secured Overnight Financing Rate ("SOFR") (which

includes a 0.10 percent credit spread adjustment to SOFR) for the applicable interest period plus a rate ranging from 1.125 percent to 1.75 percent depending on Atmus' net leverage ratio. As of December 31, 2023 December 31, 2024, \$600 million has been drawn on the term loan and no amount was drawn on the revolving credit facility. The revolving credit facility includes an allowance of up to \$50.0 million for outstanding letters of credit drawn under the facility that reduces the availability of funds. As of December 31, 2024, no letters of credit were outstanding. These amounts are included within Long-term debt and Current maturities of long-term debt on the Balance Sheet. As of December 31, 2023 December 31, 2024, Atmus' fair value of Long-term debt was approximately \$594 million \$592.5 million, which was derived from Level 2 input measures.

Our credit lines available as of December 31, 2023 December 31, 2024 and December 31, 2022 December 31, 2023 include:

	As of December 31, 2023		As of December 31, 2022		As of December 31, 2024		As of December 31, 2023	
	Facility Amount	Borrowed Amount						
	(in millions)							
<b>Credit facilities:</b>								
Term loan September 30, 2027 <sup>(1)</sup>								
Term loan September 30, 2027 <sup>(1)</sup>								
Term loan September 30, 2027 <sup>(1)</sup>	600.0	600.0	600.0	—	—	—	—	—
Revolving credit facility September 30, 2027 <sup>(1)</sup>	400.0	—	—	—	—	—	—	—

(1) Atmus maintains a term loan facility and a revolving credit facility as part of the Credit Agreement. The Credit Agreement includes financial covenants that Atmus maintain certain net leverage, secured net leverage and interest coverage ratios. At December 31, 2023 December 31, 2024, Atmus complied was in compliance with all financial covenants under the Credit Agreement. The Credit Agreement also contains customary representations, events of default and covenants, including restrictions on the level of borrowing.

Over the next five years, aggregate principal maturities of our long-term debt are (in millions):

2024	2025	2026	2027	2028	Thereafter	Total
2025	2026	2027	2028	2029	Thereafter	Total
\$						

#### NOTE 13: PENSIONS AND OTHER POSTRETIREMENT BENEFITS

##### Pension Plans

###### *Multiemployer Plans with Cummins*

Cummins offers various retirement benefits ("Cummins Plans") to its eligible employees which includes eligible employees of Atmus, both in the U.S. and foreign countries. Since Cummins provides these benefits to eligible employees and retirees of Atmus, the costs to participating employees of Atmus in these plans are reflected in the Consolidated Financial Statements, while the related assets and liabilities are retained by Cummins.

The total Cummins defined benefit pension plan service costs allocated to Atmus were \$5.7 million, \$5.8 million and \$6.8 million in 2023, 2022 and 2021, respectively. These costs are reflected in the Consolidated Financial Statements as a component of Cost of sales, Research, development and engineering expenses and Selling, general and administrative expenses. The non-service benefit allocated to Atmus was \$3.4 million, \$3.4 million and \$2.7 million in 2023, 2022 and 2021, respectively. The non-service benefit is reflected as a component of Other income, net.

The following is a listing of significant defined benefit pension plans sponsored by Cummins in which eligible Atmus employees and retirees participate:

Country	Name of Defined Benefit Plan(s)
Mexico	Pension Plan, Seniority Premium, Termination Indemnity(a)
United Kingdom	Cummins UK Pension Plan
United States	The Cummins Pension Plan
	Cummins Inc. Excess Benefit Retirement Plan
	Cummins Inc. Postretirement Health Care and Life Insurance Plans

#### Atmus Plans

Atmus has defined benefit pension plans, which provide retirement benefits to eligible participants and are collectively referred to as the "Atmus Plans." The plans' benefits are primarily based on employee earnings and credited service.

Plans in two countries, Belgium and Mexico, were newly established in 2022. Prior to the establishment of the plans in Belgium and Mexico, Filtration employees' participated in the Cummins' plans. 2023.

The total Atmus Plans' defined benefit pension plan expenses were \$1.7 million in 2024, \$0.9 million in 2023 and \$2.0 million in 2022 and \$0.8 million in 2021. 2022, Service costs allocated to Atmus were \$1.3 million in 2024, \$0.6 million in 2023 and \$1.5 million in 2022 and \$0.6 million in 2021. 2022. These costs are reflected in the Consolidated Financial Statements as a component of Cost of sales, Research, development and engineering expenses and Selling, general and administrative expenses. The non-service costs allocated to Atmus were immaterial for each of the years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021. 2022. These non-service costs are reflected as a component of Other income, net.

The total Atmus Plans' defined benefit pension plan liabilities were \$9.6 million and \$7.3 million as of December 31, 2023 and 2022, respectively. These liabilities are reflected in the Consolidated Financial Statements as a component of Other income, net.

The aggregate status of all over funded plans is recognized as an asset and the aggregate status of all underfunded plans is recognized as a liability in the Consolidated Balance Sheets. The liabilities were \$11.0 million and \$9.6 million as of December 31, 2024 and 2023, respectively, and are reflected in the Consolidated Financial Statements as a component of Other liabilities. The current portion of the liabilities were immaterial as of December 31, 2024 and 2023. The amounts recognized as assets were \$2.1 million and \$0 million as of December 31, 2024 and 2023, respectively, and are reflected in the Consolidated Financial Statements as a component of Other assets.

The following is a listing of significant Atmus Plans:

Country	Name of Defined Benefit Plan(s)
Belgium	Reglement Plannen Leven en Overlijden
France	Indemnité de Départ en Retraite
Germany	ersorgungsordnung von October 1979
Japan	Employee Retirement Allowance Plan
Mexico	Pension Plan, Seniority Premium, Termination Indemnity(a)

(a) New plans have been established in Mexico, but for a period of time, certain Atmus employees will continue to participate in the Cummins' plans until they are transferred into the new Atmus plans.

#### NOTE 14: COMMITMENTS AND CONTINGENCIES

##### Legal Proceedings

The Company is subject to lawsuits and claims arising out of the ordinary course of its business. The Company does not have any currently pending claims or litigation that the Company believes, individually or in

the aggregate, will have a material adverse effect on its financial position, results of operations, cash flows, liquidity or capital resources. Atmus carries various forms of commercial, property and casualty, product liability and other forms of insurance. Where Atmus has not obtained its own insurance policies, it will continue to be covered under Cummins' insurance policies while Atmus continues to be majority owned by Cummins; insurance; however, such insurance may not be applicable or adequate to cover the costs associated with a judgment against Atmus with respect to these lawsuits, claims and proceedings. While the Company believes it has established adequate accruals for our expected future liability with respect to pending lawsuits, claims and proceedings, where the nature and extent of any such liability can be reasonably estimated based upon presently available information, there can be no assurance that the final resolution of any existing or future lawsuits, claims or proceedings will not have a material adverse effect on Atmus' business, results of operations, financial condition or cash flows.

## Indemnifications

Periodically, Atmus enters various contractual arrangements where it agrees to indemnify a third-party against certain types of losses. Atmus regularly evaluates the probability of having to incur costs associated with these indemnities and accrue for expected losses that are probable. Because the indemnifications are not related to specified known liabilities, and due to their uncertain nature, Atmus is unable to estimate the maximum amount of the potential loss associated with these indemnifications.

## NOTE 15: ACCUMULATED OTHER COMPREHENSIVE LOSS

Following are the changes in accumulated other comprehensive income (loss) by component:

	For the Years Ended December 31,		
	2023	2022	2021
	2024	2023	2022
(in millions)			
<b>Currency translation adjustments:</b>			
Balance at beginning of period			
Balance at beginning of period			
Balance at beginning of period			
Currency translation adjustments			
Other comprehensive income (loss), net			
Other comprehensive (loss) income, net			
Balance at end of period			
<b>Pensions and other benefit plans:</b>			
Balance at beginning of period			
Balance at beginning of period			
Balance at beginning of period			
Change in pensions and other benefit plans			
Tax benefit (expense)			
Other comprehensive (loss) income, net			
Tax (expense) benefit			
Other comprehensive income (loss), net			
Balance at end of period			
<b>Accumulated other comprehensive loss:</b>			
Balance at beginning of period			
Balance at beginning of period			
Balance at beginning of period			
Total other comprehensive loss, net			
Balance at end of period			

## NOTE 16: SHARE REPURCHASE PROGRAM

Effective July 17, 2024, Atmus' Board of Directors authorized a \$150.0 million share repurchase program. The program does not have an expiration date and may be suspended or discontinued at any time. Repurchases under the program are determined by management and are wholly discretionary.

Since inception of the program, the Company repurchased approximately 0.5 million shares of common stock at an average cost of \$37.22 per share, or an aggregate cost of approximately \$20.0 million, all of which was paid during the period. All share repurchases were funded through available cash on hand. As of December 31, 2024, the Company had approximately \$130.0 million in remaining share repurchase capacity.

## NOTE 17: RELATIONSHIP WITH PARENT AND RELATED PARTIES

As described in Note 1, *Description of the Business*, prior to the IPO, Atmus had been managed and operated in the normal course of business with other subsidiaries of Cummins. Cummins until March 18, 2024, when the Full Separation was completed. Accordingly, certain shared costs prior to the IPO have been allocated to Atmus and reflected as expenses in the Consolidated Financial Statements. Management of Cummins and Atmus consider the allocation methodologies used to be reasonable and appropriate reflections of historical expenses of Cummins attributable to Atmus for purposes of the Consolidated Financial Statements; however, the expenses reflected in the Consolidated Financial Statements may not be indicative of the actual expenses that would have been incurred during the periods presented if Atmus historically operated as a separate, stand-alone entity. In addition, the expenses reflected in the Consolidated Financial Statements may not be indicative of expenses that will be incurred in the future by Atmus.

The Company entered into the separation agreement and transition services agreement with Cummins, among other transaction agreements, all of which will govern the parties relationship following the **IPO**, **IPO and Full Separation**. This relationship includes services provided by Cummins to the Company for a fixed term on a service-by-service basis. We will pay Cummins mutually agreed-upon fees for the services provided under the transition services agreement. **The fees paid to Cummins may not be indicative of costs for the same services provided by another provider.**

#### Corporate Costs/Allocations

The Consolidated Financial Statements include corporate costs incurred by Cummins for services that were provided to or on behalf of Atmus for the period prior to IPO. Such costs represent shared services and infrastructure provided by Cummins, including administrative, finance, human resources, information technology, legal, and other corporate and infrastructure services.

The corporate costs reflected in the Consolidated Financial Statements consist of direct charges to the business and indirect allocations to Atmus. The costs that were directly charged to Atmus, such as the shared services for finance provided by Cummins Business Services, were primarily determined based on actual usage.

Indirect allocations are related to shared services and infrastructure provided by Cummins that would benefit Atmus but **have were not been** directly charged to Atmus in a manner discussed above. These corporate costs were allocated to Atmus using methods management believes are consistent and reasonable. The primary allocation factor **is was** third-party revenue; however, other relevant metrics **are were** also utilized based on the nature of the underlying activities. For example, headcount is used as the allocation driver to allocate the human resource departmental costs.

The expenses allocated and directly charged reflect all expenses that Cummins incurred on behalf of the Company. The expenses reflected in the Consolidated Financial Statements **prior to the IPO** may not be indicative of the actual expenses that would have been incurred during the period presented if Atmus historically operated as a separate, stand-alone entity. All corporate charges and allocations have been deemed paid by Atmus to Cummins in the period in which the cost was recognized in the Consolidated Statements of Income.

**Prior to the separation Cummins used a centralized approach to cash management and financing of its operations, including our operations. Accordingly, we transferred all of our cash to Cummins to be utilized in the central cash management program and as a result do not have cash allocated to us in the consolidated financial statements in 2022 and 2021.**

Total corporate costs allocated to Atmus were **\$13.7 million**, **\$45.0 million**, **\$13.7 million** and **\$54.3 million** for the years ended **December 31, 2023**, **December 31, 2024**, **2022** and **2021**, respectively. Allocated corporate costs are included in Net sales, Cost of sales, Selling, general and administrative expenses, Research, development and engineering expenses and Other income, net. Post IPO, Post-IPO, Atmus has and will continue to incur its own corporate costs associated with being a standalone publicly traded company.

#### Related Party Balances

Following the full separation, Cummins is no longer considered a related party. Atmus had trade receivables of \$37.9 million and \$52.0 million for products sold to, and accounts payable of \$54.8 million and \$57.6 million for products and services purchased in the ordinary course from Cummins as of December 31, 2023 and December 31, 2022, respectively. Atmus' sales to Cummins from January 1, 2024 through the date of full separation, March 18, 2024, were \$282.5 million, \$302.2 million and \$65.4 million compared to \$282.5 million and \$266.8 million for the years ended December 31, 2023, 2022 and 2021, respectively.

#### NOTE 17:18: STOCK-BASED COMPENSATION

Under the Atmus 2022 Omnibus Incentive Plan, Atmus is authorized to issue a maximum of 7.5 million shares of common stock to Atmus employees and non-employee directors.

#### Restricted Stock Units and Performance Share Units

During the years ended December 31, 2024, 2023, and 2022, Atmus recorded compensation expense related to RSUs and PSUs, as a component of \$5.5 million during the year ended December 31, 2023, \$5.5 million, and zero during the years ended December 31, 2022 and 2021, respectively. The unamortized compensation expense related to Atmus RSUs and PSUs was \$16.1 million and \$18.8 million and is expected to be recognized over a weighted-average period of 2.4 to 1.6 years.

Our RSU and PSU activity is reflected below:

Number of Shares	Number of Shares	Grant Date	Weighted-Average Fair Value Per Share	Weighted-Average Aggregate Fair Value	Number of Shares	Grant Date	Weighted-Average Fair Value Per Share
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## NOTE 18: 19: EARNINGS PER SHARE

Basic net earnings per share ("EPS") is computed by dividing net earnings by the weighted average number of outstanding common shares. Diluted net EPS is computed by dividing net earnings by reflects the increase in weighted average number common shares outstanding that would result from the assumed exercise of outstanding common shares and common share equivalents relating to stock options and other stock incentive plans, plan awards calculated using the treasury stock method.

Basic and diluted EPS were calculated as follows:

	For the Years Ended December 31,		
	2023	2022	2021
	2024	2023	2022
(in millions, except per share data)			
Net income			
Weighted-average shares for basic EPS			
Plus incremental shares from assumed conversions of long-term incentive plan shares			
Weighted-average shares for diluted EPS			
Basic earnings per share			
Diluted earnings per share			

Basic and diluted EPS for the **years** **year** ended December 31, 2022 and 2021 were **was** calculated using the shares of common stock that were issued and outstanding as of the completion of the IPO. For the periods prior to the IPO, it is assumed that there were no dilutive equity instruments as there were no equity awards of Atmus outstanding prior to the IPO. Post IPO, there were no anti-dilutive shares.

NOTE 19, 20. SUPPLEMENTAL BALANCE SHEET DATA

Other assets included the following:

	December 31, 2023	December 31, 2022
	December 31, 2024	December 31, 2023
(in millions)		
Operating lease assets <sup>(1)</sup>		
Deferred income taxes		
Long-term receivables		
Other		
Other assets		

Geographic data for long-lived assets, excluding deferred taxes, goodwill, intangible assets and equity method investments, included the following:

	December 31, 2024	December 31, 2023
(in millions)		
United States	\$ 103.5	\$ 87.4
Mexico	42.6	34.9
France	25.9	28.8
Korea	25.6	28.6
Other international	25.8	19.7
Long-lived assets	\$ 223.4	\$ 199.4

Other accrued expenses included the following:

	December 31, 2023	December 31, 2022
	December 31, 2024	December 31, 2023
(in millions)		
Marketing accruals		
Other taxes payables		
Current portion of operating lease liabilities		
Income taxes payable		
Current portion of operating lease liabilities <sup>(1)</sup>		
Current portion of finance lease liabilities		
Other		
Other accrued expenses		

Other liabilities included the following:

	December 31, 2023	December 31, 2022
(in millions)		
Long-term portion of operating lease liabilities <sup>(1)</sup>	\$ 18.5	\$ 23.2
Deferred income taxes	1.4	7.3
Long-term income taxes <sup>(1)</sup>	0.2	29.8
Other long-term liabilities	11.7	10.9
Other liabilities	\$ 31.8	\$ 71.2

<sup>(1)</sup> Balances at December 31, 2022 included an unrecognized tax liability for FIN48 reserves and leased assets and related depreciation, which have been retained by Cummins upon completion of Atmus' IPO and are no longer included on Atmus' Consolidated Balance Sheets at December 31, 2023. See Note 1, *Description of the Business*, and in Note 2, *Basis of Presentation* for more information.

	December 31, 2024	December 31, 2023
	(in millions)	
Long-term portion of operating lease liabilities	\$ 26.6	\$ 18.5
Deferred income taxes	1.4	1.4
Long-term income taxes	0.4	0.2
Other long-term liabilities	12.3	11.7
Other liabilities	<u>\$ 40.7</u>	<u>\$ 31.8</u>

#### Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

None.

#### Item 9A. Controls and Procedures

##### Evaluation of Disclosure Controls and Procedures

The Company's disclosure controls and procedures are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Securities Exchange Act of 1934, as amended (the "Exchange Act") is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including its Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

As required by Rules 13a-15 and 15d-15 under the Exchange Act, management, including our Chief Executive Officer and Chief Financial Officer, carried out an evaluation of the effectiveness of our disclosure controls and procedures as of **December 31, 2023** **December 31, 2024**. Based upon their evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) were effective as of **December 31, 2023** **December 31, 2024**.

##### Remediation Report of Material Weakness in Management on Internal Control Over Financial Reporting

A material weakness Management is a deficiency, or a combination of deficiencies, in responsible for establishing and maintaining adequate internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

During as defined in Rules 13a-15(f) and 15d-15(f) under the second quarter of 2023, we identified a material weakness which resulted in errors in our related party receivables, related party payables, and net parent investment on the Balance Sheet; net cash provided by operating activities, and net cash used in financing activities on the Statements of Cash Flows; and, net transfers to parent on the Statements of Changes in Net Parent Investment, which resulted in a restatement of the unaudited condensed combined financial statements as of and for the period ending March 31, 2023 and a revision to the combined financial statements as of and for the years ending December 31, 2022, 2021 and 2020 and the unaudited condensed combined financial statements as of and for the period ending March 31, 2022.

Exchange Act. Our management, with oversight from our Audit Committee, took steps to remediate the material weakness, which included designing and implementing a new control activity to manually review sub-ledger activity to completely identify and accurately account for intercompany and related party balances. Our management has assessed and concluded that this previously reported material weakness related to the identification and accounting for intercompany and related party transactions has been remediated as of December 31, 2023. We are committed to maintaining a strong internal control environment and we believe that these remediation efforts represent significant improvements in our controls. We monitored our processes throughout the remediation period and have concluded that they are operating effectively and are well controlled and sustainable. We will continue to focus on maintaining effective internal control over financial reporting is a process designed by, or under the supervision of, our Chief Executive Officer and we will make enhancements when Chief Financial Officer, or persons performing similar functions, and where necessary effected by the Company's Board of Directors, management and other personnel 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. Our internal control over financial reporting includes those written policies and procedures that:

- Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles;
- Provide reasonable assurance that receipts and expenditures are being made only in accordance with management and director authorization; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of assets that could have a material effect on the consolidated financial statements.

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.

Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2024. Management based this assessment on the criteria described in "Internal Control - Integrated Framework" (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO").

Based on this assessment, management concluded that the Company's internal control over financial reporting is effective as of December 31, 2024, based on the criteria in *Internal Control - Integrated Framework* issued by the COSO.

PricewaterhouseCoopers LLP, an independent registered public accounting firm, has audited the effectiveness of the Company's internal control over financial reporting as of December 31, 2024, as stated in their report that appears under Item 8.

## Changes in Internal Control over Financial Reporting

**There** The Company is in the process of implementing a broad, multi-year, technology transformation project to modernize enterprise resource planning, middleware and legacy systems to achieve better process efficiencies across customer service, merchandising, sourcing, payroll and accounting through the use of various solutions. During the quarter ended December 31, 2024, the Company transitioned one of its warehouses over to a new warehouse management system. There have been no material additional implementations during the quarter ended December 31, 2024. As the Company's technology transformation project continues, the Company continues to emphasize the maintenance of effective internal controls and assessment of the design and operating effectiveness of key control activities throughout development and deployment of each phase and will evaluate as additional phases are deployed.

**There** was no other change in **our** the Company's internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that occurred during the quarter ended December 31, 2023, December 31, 2024 that **has** materially affected, or is reasonably likely to materially affect, **our** Atmus' internal control over financial reporting.

## Item 9B. Other Information

### (b) 10b5-1 Trading Arrangements

During the three months ended December 31, 2023 December 31, 2024, no director or executive officer of the Company adopted, modified 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.

## 2024 Annual Meeting of Shareholders

The date for the Company's 2024 annual meeting of shareholders will be May 14, 2024.

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

Not applicable.

## PART III

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

The information required by this Item, not already provided herein under Item 1. *Business – Management*, will be included in our Proxy Statement for the 2024 2025 Annual Meeting of Shareholders (the "2024 2025 Proxy Statement"). The 2024 2025 Proxy Statement will be filed within 120 days after the close of the fiscal year ended December 31, 2023 December 31, 2024. Except as otherwise specifically incorporated by reference, our Proxy Statement is not deemed to be filed as part of this Annual Report.

### Item 11. Executive Compensation

The information required by this Item will be included in the 2024 2025 Proxy Statement. The 2024 2025 Proxy Statement will be filed within 120 days after the close of the fiscal year ended December 31, 2023 December 31, 2024 and such information is incorporated herein by reference.

### Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters

The information required by this Item will be included in the 2024 2025 Proxy Statement. The 2024 2025 Proxy Statement will be filed within 120 days after the close of the fiscal year ended December 31, 2023 December 31, 2024 and such information is incorporated herein by reference.

### Item 13. Certain Relationships and Related Transactions and Director Independence

The information required by this Item will be included in the 2024 2025 Proxy Statement. The 2024 2025 Proxy Statement will be filed within 120 days after the close of the fiscal year ended December 31, 2023 December 31, 2024 and such information is incorporated herein by reference.

### Item 14. Principal Accounting Fees and Services

The information required by this Item will be included in the **2024** **2025** Proxy Statement. The **2024** **2025** Proxy Statement will be filed within 120 days after the close of the fiscal year ended **December 31, 2023** **December 31, 2024** and such information is incorporated herein by reference.

## PART IV

### Item 15. Exhibits and Financial Statement Schedules

Documents filed with this report:

(1) Financial Statements

[Report of Independent Registered Public Accounting Firm \(PCAOB ID 238\)](#)

[Consolidated Statements of Net Income — years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022](#)

[Consolidated Statements of Comprehensive Income — years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022](#)

[Consolidated Balance Sheets — December 31, 2023 December 31, 2024 and 2022 2023](#)

[Consolidated Statements of Cash Flows — years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022](#)

[Consolidated Statements of Changes in Equity — years ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022](#)

[Notes to Consolidated Financial Statements](#)

(2) Financial Statement Schedules

All other schedules (Schedules I, II, III, IV and V) for which provision is made in the applicable accounting regulations of the SEC are not required under the related instruction, or are inapplicable and therefore have been omitted or the required information is shown in the consolidated financial statements or the accompanying notes to the consolidated financial statements.

(3) Exhibits

#### Exhibit Index

Exhibit No.	Description
3.1	<a href="#">Amended and Restated Certificate of Incorporation of Atmus Filtration Technologies Inc. (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
3.2	<a href="#">Amended and Restated Bylaws of Atmus Filtration Technologies Inc. (incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
4.1	<a href="#">Description of Securities of the Registrant (filed herewith). (incorporated by reference to Exhibit 4.1 to the Annual Report on Form 10-K of Atmus Filtration Technologies Inc. filed with the Commission on February 14, 2024).</a>
10.1#	<a href="#">Separation Agreement, dated as of May 29, 2023, by and between Atmus Filtration Technologies Inc. and Cummins Inc. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
10.2#	<a href="#">Transition Services Agreement, dated as of May 29, 2023, by and between Atmus Filtration Technologies Inc. and Cummins Inc. (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
10.3#	<a href="#">Tax Matters Agreement, dated as of May 29, 2023, by and between Atmus Filtration Technologies Inc. and Cummins Inc. (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
10.4#	<a href="#">Employee Matters Agreement, dated as of May 29, 2023, by and between Atmus Filtration Technologies Inc. and Cummins Inc. (incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
10.5#	<a href="#">First-Fit Supply Agreement, dated as of May 29, 2023, by and between Atmus Filtration Technologies Inc. and Cummins Inc. (incorporated by reference to Exhibit 10.5 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
10.6#	<a href="#">Aftermarket Supply Agreement, dated as of May 29, 2023, by and between Atmus Filtration Technologies Inc. and Cummins Inc. (incorporated by reference to Exhibit 10.6 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>

10.7#	<a href="#">Registration Rights Agreement, dated as of May 29, 2023, by and between Atmus Filtration Technologies Inc. and Cummins Inc. (incorporated by reference to Exhibit 10.7 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
10.8#	<a href="#">Transitional Trademark License Agreement, dated as of May 29, 2023, by and between Atmus Filtration Technologies Inc. and Cummins Inc. (incorporated by reference to Exhibit 10.8 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
10.9#	<a href="#">Intellectual Property License Agreement, dated as of May 29, 2023, by and between Atmus Filtration Technologies Inc. and Cummins Inc. (incorporated by reference to Exhibit 10.9 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
10.10+	<a href="#">2022 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.10 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
10.11	<a href="#">Credit Agreement, dated as of September 30, 2022, among FILT Red, Inc., Cummins Filtration Inc., the lenders party thereto, and Bank of America, N.A., as administrative agent (incorporated by reference to Exhibit 10.11 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
10.12	<a href="#">Amendment No. 1 to Credit Agreement, dated as of February 15, 2023, among Atmus Filtration Technologies Inc., Cummins Filtration Inc., the lenders party thereto, and Bank of America N.A., as administrative agent (incorporated by reference to Exhibit 10.12 to the Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on June 1, 2023).</a>
10.13+	<a href="#">Employment Transition and Release Agreement, effective as of August 26, 2022, among Mark J. Osowick, Cummins Inc., and Cummins Filtration Inc. (incorporated by reference to Exhibit 10.12 to Amendment No. 2 to the Registration Statement on Form S-1 of Atmus Filtration Technologies Inc. filed with the Commission on May 16, 2023).</a>
10.14+	<a href="#">Separation Agreement and General Release, dated April 18, 2024, between Atmus Filtration Technologies Inc. and Toni Y. Hickey (incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K of Atmus Filtration Technologies Inc. filed with the Commission on April 19, 2024).</a>
10.15+	<a href="#">Form of Indemnification Agreement for Independent Directors (incorporated by reference to Exhibit 10.15 to Amendment No. 2 to the Registration Statement on Form S-1 of Atmus Filtration Technologies Inc. filed with the Commission on May 16, 2023).</a>
10.15+ 10.16+	<a href="#">Restricted Stock Unit Award Agreement under the 2022 Omnibus Incentive Plan (Executive Officers) (incorporated by reference to Exhibit 10.15 to the Annual Report on Form 10-K of Atmus Filtration Technologies Inc. filed herewith), with the Commission on February 14, 2024).</a>
10.16+ 10.17+	<a href="#">Performance Stock Unit Award Agreement under the 2022 Omnibus Incentive Plan (Executive Officers) (incorporated by reference to Exhibit 10.16 to the Annual Report on Form 10-K of Atmus Filtration Technologies Inc. filed herewith), with the Commission on February 14, 2024).</a>
10.17+ 10.18+	<a href="#">Restricted Stock Unit Award Agreement under the 2022 Omnibus Incentive Plan (Non-Employee Directors) (filed herewith).</a>
10.18+	<a href="#">Deferred Compensation Plan (filed herewith), (incorporated by reference to Exhibit 10.17 to the Annual Report on Form 10-K of Atmus Filtration Technologies Inc. filed with the Commission on February 14, 2024).</a>
10.19+	<a href="#">Deferred Compensation Plan for Non-Employee Directors (filed herewith), (incorporated by reference to Exhibit 10.18 to the Annual Report on Form 10-K of Atmus Filtration Technologies Inc. filed with the Commission on February 14, 2024).</a>
10.20+	<a href="#">Executive Severance Deferred Compensation Plan (filed herewith), for Non-Employee Directors (incorporated by reference to Exhibit 10.19 to the Annual Report on Form 10-K of Atmus Filtration Technologies Inc. filed with the Commission on February 14, 2024).</a>
10.21+	<a href="#">Executive Severance Plan (incorporated by reference to Exhibit 10.20 to the Annual Report on Form 10-K of Atmus Filtration Technologies Inc. filed with the Commission on February 14, 2024).</a>
10.22+	<a href="#">Executive Change of Control Severance Plan (filed herewith), (incorporated by reference to Exhibit 10.21 to the Annual Report on Form 10-K of Atmus Filtration Technologies Inc. filed with the Commission on February 14, 2024).</a>
10.22+ 10.23+	<a href="#">First Amendment to Separation Agreement, dated as of September 25, 2023, by and between Atmus Filtration Technologies Inc. and Cummins Inc. (incorporated by reference to Exhibit 10.22 to the Annual Report on Form 10-K of Atmus Filtration Technologies Inc. filed with the Commission on February 14, 2024).</a>
19	<a href="#">Insider Trading Policy (filed herewith).</a>
21	<a href="#">Subsidiaries of the Registrant (filed herewith).</a>
23	<a href="#">Consent of PricewaterhouseCoopers PricewaterhouseCoopers LLP (filed herewith).</a>
24	<a href="#">Power of Attorney (filed herewith).</a>

31.1	<a href="#">Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).</a>
31.2	<a href="#">Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).</a>
32.1	<a href="#">Certifications of the Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith).</a>
97	<a href="#">Policy Relating to Recovery of Erroneously Awarded Compensation (filed herewith), (incorporated by reference to Exhibit 97 to the Annual Report on Form 10-K of Atmus Filtration Technologies Inc. filed with the Commission on February 14, 2024).</a>
101.INS*	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.

104 Cover Page Interactive Data File (embedded with the Inline XBRL Document).

- + Identifies each management contract or compensatory plan or arrangement.
- # Certain exhibits and schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant hereby undertakes to furnish supplementally a copy of any omitted exhibit or schedule upon request by the Commission.
- \* Filed with this annual report on Form 10-K are the following materials formatted in iXBRL (Inline Extensible Business Reporting Language): (i) the Consolidated Statements of Net Income for the years ended **December 31, 2023** December 31, 2024, **2022** 2023, and **2021**, 2022, (ii) the Consolidated Statements of Comprehensive Income for the years ended **December 31, 2023** December 31, 2024, **2022** 2023 and **2021**, 2022, (iii) the Consolidated Balance Sheets at **December 31, 2023** December 31, 2024 and **December 31, 2022** December 31, 2023, (iv) the Consolidated Statements of Cash Flows for the years ended **December 31, 2023** December 31, 2024, **2022** 2023 and **2021**, 2022, (v) the Consolidated Statements of Changes in Equity for the years ended **December 31, 2023** December 31, 2024, **2022** 2023 and **2021**, 2022, and (vi) Notes to Consolidated Financial Statements.

#### 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, on **February 14, 2024**February 21, 2025.

ATMUS FILTRATION TECHNOLOGIES INC.

By /s/ Jack M. Kienzler

Jack M. Kienzler

Senior Vice President, Chief Financial Officer and Chief

Accounting Officer

(Principal Financial Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated, on **February 14, 2024**February 21, 2025.

<u>Signature</u>	<u>Title</u>
/s/ Stephanie J. Disher Stephanie J. Disher * Sharon Barner	Chief Executive Officer and President (Principal Executive Officer) and Director Director
* /s/ R. Edwin Bennett R. Edwin Bennett	Director
* /s/ Diego Donoso Cristina Burrola Diego Donoso	Director
* /s/ Gretchen Haggerty Gretchen Haggerty	Director
* /s/ Jane Leipold Jane Leipold	Director
* /s/ Stephen Macadam Stephen Macadam	Director
* /s/ Stuart Taylor II Earl Newsome * Tony Satterthwaite	Director
* Mark Smith	Director
* Nathan Stoner Stuart Taylor II	Director
*By /s/ Toni Y. Hickey Toni Y. Hickey Attorney-in-fact	

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INSIDER TRADING POLICY ATMUS FILTRATION CORE POLICY RESTRICTED CONFIDENTIAL Page 2 of 10 Trade or trading – buying or selling securities, as well as writing options or transferring to or from the Company stock fund under the savings plans, deferred compensation or deferred fee plans or other benefit plans. Trading Plan - A plan satisfying the requirements of Securities and Exchange Commission ("SEC") Rule 10b5-1(c) that allows officers, Board Members and other insiders of publicly traded companies to transact in their company shares at all times, not just outside Blackout Periods. POLICY 1. The following are rules for all employees, Board Members inability of stockholders to act by written consent; (iii) the ability of our Company, A. All employees of Directors and our stockholders to amend or repeal our By-Laws.

Except as otherwise provided in our Certificate of Incorporation or as required by law, all matters to be voted on by stockholders (other than matters relating to the election of directors Members and the matters referenced above) will be approved if votes cast in favor Company must comply with all laws and policies prohibiting insider trading. Insider trading occurs when an individual: 1. Buys or sells Company securities based on material, nonpublic information known or obtained by the individual. Examples of the matter exceed the votes cast opposing the matter at a meeting at which a majority of the outstanding shares entitled to vote on such matter is represented in person material information may include:  dividend increases or by proxy.

#### **Dividend Rights**

**EXHIBIT 4.1**

**DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934**  
Holders of our Common Stock will share equally in any dividend declared by our Board of Directors, subject to the rights of the holders of any outstanding Preferred Stock.

**Liquidation Rights** The following is a summary INSIDER TRADING POLICY ATMUS FILTRATION CORE POLICY RESTRICTED CONFIDENTIAL Page 1 of Atmus Filtration Technologies Inc.'s (the "Company") capital stock 10 POLICY OWNER: Chief Legal Officer and important provisions of our Certificate of Incorporation (the "Certificate of Incorporation") and AmendIn the event of any voluntary/decreases;  earnings estimates/dp involuntary liquidation, dissolution results, of winding up of our affairs, holders of our Common Stock will be entitled to share ratably in our assets that are legally available for distribution to stockholders. If Atmus has any Preferred Stock outstanding at such time, holders of the Preferred Stock may be entitled to distribution and/or liquidation preferences. In either such case, Atmus must pay the applicable distribution to the holders of our Preferred Stock before. Atmus may pay distributions to the holders of our Common Stock.

#### **Authorized Capitalization**

#### **Registration Rights**

Our authorized capital stock consists of 2,000,000,000 shares of common stock, par value \$0.0001 per share (the "Common Stock"), and 100,000,000 shares of preferred stock, nCummins is entitled to certain rights relating to the registration of shares of our Common Stock pursuant to a registration rights agreement, sued and outstanding. Atmus has reserved 7,496,802 shares of our Common Stock for issuance under the Atmus 2022 Omnibus Incentive Plan.

#### **Other Rights** **Common Stock**

Holders of our Common Stock are entitled to the rights set forth below.

#### **Voting Rights**

Each outstanding share of our Common Stock is entitled to one vote on all matters submitted to a vote of stockholders. Directors will be elected by a plurality of the votes entitled to be cast. Our stockholders do not have cumulative voting rights. The affirmative vote of holders of at least 75% of the total voting power of the outstanding shares of all classes of our capital stock is required to amend the sections of our Certificate of Incorporation and By-Laws related to (i) our Company's Board of Directors ("Board Members") and globally to the employees of the Company's entities in which the Company has a controlling ownership interest or management responsibility, including related its subsidiaries, joint ventures. Our stockholders have no preemptive or other rights to subscribe for additional shares. All outstanding shares are, and all shares offered by this prospectus will be, when sold, validly issued, fully paid and nonassessable. the Company will take reasonable steps to require compliance with this policy and the removal law. This policy applies to transactions in Company securities by or for the account of directors only for cause; (ii) our stockholders, officers' or Board Members' Family Members, entities over which they exercise voting or investment control, including related trusts, personal charitable foundations, or similar arrangements to the inability extent as if such transactions were for the account. Our Board of Directors is authorized to provide for one or more series of Preferred Stock and to fix the terms of such Preferred Stock, including the preferences, powers and relative, participating, optional or other special rights and qualifications, limitations or restrictions thereof, including the dividend rate, conversion rights, voting rights, redemption rights and liquidation preferences and to fix the number of shares to be included in any such series without any further vote or action by stockholders. Any Preferred Stock so issued may rank senior to Common Stock with respect to the payment of dividends or amounts upon liquidation, dissolution or winding up, or both. In addition, any such shares of Preferred Stock may have class or series voting rights. The issuance of Preferred Stock may have the effect of delaying, deferring or preventing a change in control a previously announced earnings estimate; □ a significant expansion or curtailment of Atmus without further action by operations or a significant increase or decline in business, including plans to close plants or planned layoffs; □ a stock split or stock dividend; □ a significant merger or acquisition proposal or agreement, or an agreement or proposal to sell a significant subsidiary or business, or a proposal or agreement to purchase or sell substantial assets; □ significant new products, services, or discoveries; □ unusual or large borrowing; □ offerings or proposals to offer debt or equity securities for sale; □ the stockholders and may adversely affect the voting and other rights of the holders of Common Stock. Our Board of Directors has not authorized the issuance of any shares of Preferred Stock, and Atmus has no agreements or plans for the issuance of any shares of our Preferred Stock.

#### **Anti-Takeover Effects of Various Provisions of Delaware Law and Our Certificate of Incorporation and By-Laws**

Provisions of the DGCL and our Certificate of Incorporation and By-Laws could make it more difficult to acquire the Company by means establishment of a tender offer, repurchase program for securities; □ commencement or settlement of a proxy contest major claim, lawsuit or otherwise, regulatory matter; □ liquidity problems; or to remove incumbent officers and directors. These provisions, summarized below, are expected to discourage certain types of coercive takeover practices and takeover bids that Board of Directors may consider inadequate and to encourage persons seeking to acquire control of □ significant management developments. 2. Discloses or provides material, nonpublic information concerning the Company to first negotiate another person to enable that person to either buy or sell

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INSIDER TRADING POLICY ATMUS FILTRATION CORE POLICY RESTRICTED CONFIDENTIAL Page 3 of 10 Company securities or advise others to do so; 3. Buys or sells the securities of another company while in possession of material, nonpublic information concerning that company, if that information was obtained during employment; our Board of Directors. We believe that the benefits of increased protection of our ability to negotiate with the proponent of an unfriendly unsolicited proposal to acquire or restructure it outweigh the disadvantages of discouraging takeover or acquisition proposals because, among other things, negotiation of these proposals could result in an improvement of their terms.

#### ***Delaware Anti-Takeover Statute***

We are subject to Section 203 of the DGCL, an anti-takeover statute. In general, Section 203 of the DGCL prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years following the time the person became an interested stockholder, unless (i) prior to such time, the Board of Directors of such corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder; (ii) upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of such corporation at the time the transaction commenced (excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) the voting stock owned by directors who are also officers or held in employee benefit plans in which the employees do not have a confidential right to tender or vote stock held by the plan); or (iii) on or subsequent to such time the business combination is approved by the Board of Directors of such corporation and authorized at a meeting of stockholders by the affirmative vote of at least two-thirds of the outstanding voting stock of such corporation not owned by the interested stockholder. Generally, a "business combination" includes a merger, asset or stock sale or other transaction resulting in a financial benefit providing services to the interested stockholder. Generally, an "interested stockholder" is a person who, together with the Company; or 4. Discloses or provides material, nonpublic information regarding another company (obtained during employment with affiliates and associates, owns (or within three years prior to or providing services to the determination Company) to another person to enable that person to either buy or sell the securities of interested stockholder status did own) 15% that company or more of a corporation's voting stock, advise others to do so. The existence of following transactions are covered by this provision would be expected to have an anti-takeover effect with respect to transactions not approved in advance by our Board of Directors, including discouraging attempts that might result in a premium over the market price for the shares of Common Stock held by stockholders.

policy: 1. A Delaware corporation may "opt out" of Section 203 with an express provision in its original certificate of incorporation or an express provision in its certificate of incorporation or by-laws resulting from amendments approved by holders of at least a majority of the corporation's outstanding voting shares. We have not elected to "opt out" of Section 203. However, Cummins and its affiliates have been approved by our Board of Directors as an interested stockholder (as defined in Section 203 of the DGCL) and therefore are not subject to Section 203.

For so long as Cummins beneficially owns a majority of the total combined voting power of the outstanding shares of Common Stock, and therefore has the ability to designate a majority of our Board of Directors, directors designated by Cummins to serve on our Board of Directors would have the ability to pre-approve other parties, including potential transferees of Cummins' shares of Common Stock, so that Section 203 would not apply to such other parties.

### **Classified Board**

Our Certificate of Incorporation and By-Laws provide that our Board of Directors is divided into three classes. The directors designated as Class I directors have terms expiring at the first annual meeting of stockholders following the IPO, which will be held in 2024. The directors designated as Class II directors have terms expiring at the following year's annual meeting of stockholders, which will be held in 2025, and the directors designated as Class III directors have terms expiring at the following year's annual meeting of stockholders, which will be held in 2026. Directors for each class will be elected at the annual meeting of stockholders held in the year in which the term for that class expires and thereafter will serve for a term of three years. Under these classified board provisions, it would take at least two elections of directors for any individual or group to gain control of our Board of Directors. Accordingly, these provisions could discourage a third party from initiating a proxy contest, making a tender offer or otherwise attempting to gain control of the Company.

### **Removal of Directors**

Our Certificate of Incorporation and By-Laws provide that stockholders may remove directors only for cause, by an affirmative vote of at least 75% of the total voting power of outstanding shares of all classes of our capital stock entitled to vote thereon, after Cummins no longer beneficially owns a majority of the outstanding shares of Common Stock. Until such time as Cummins ceases to beneficially own a majority of the total voting power of the outstanding shares of Common Stock, any director or the entire Board of Directors may be removed from office at any time, with or without cause, by an affirmative vote of a majority of the total voting power of the outstanding shares of all classes of our capital stock.

### **Amendments to Certificate of Incorporation and By-Laws**

Our Certificate of Incorporation and By-Laws provide that, from and after such time as Cummins ceases to beneficially own a majority of our outstanding Common Stock, the sections of our Certificate of Incorporation and By-Laws that relate to (i) our Board of Directors, including related to our classified Board of Directors and the removal of directors only for cause; (ii) our stockholders, including related to the inability of stockholders to call special meetings of stockholders and the inability of stockholders to act by written consent; and (iii) the ability of our Board of Directors and stockholders to amend or repeal our By-Laws may only be amended by the affirmative vote of holders of at least 75% of the total voting power of the outstanding shares of all classes of our capital stock then entitled to vote thereon.

### **Size of Board and Vacancies**

Our By-Laws provide that the size of our Board of Directors will be fixed by resolution of our Board of Directors from time to time. Until such time as Cummins ceases to beneficially own a majority of the total voting power of the outstanding shares of Common Stock, a majority of stockholders or a majority of directors then in office who are employees of Cummins can fill newly-created directorships or vacancies on our Board of Directors.

Thereafter, any vacancies created in our Board of Directors resulting from any increase in the authorized number of directors or the death, resignation, retirement, disqualification, removal from office or other cause will be filled by a majority of the directors then in office, even if less than a quorum is present, or by a sole remaining director. Any director appointed to fill a vacancy on our Board of Directors will hold office until the earlier of the expiration of the term of office of the director whom he or she has replaced, a successor is duly elected and qualified or the earlier of such director's death, resignation or removal.

### **Special Stockholder Meetings**

Our Certificate of Incorporation and By-Laws provide that special meetings of the stockholders may be called at any time by our Board of Directors or the chair of our Board of Directors.

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Our Certificate of Incorporation and By-Laws also provide that, until such time as Cummins ceases to beneficially own a majority of the total voting power of the outstanding shares of our Common Stock, our stockholders holding a majority of the outstanding shares of Common Stock may call a special meeting. Our Certificate of Incorporation and By-Laws further provide that, from and after such time as Cummins ceases to beneficially own a majority of the total voting power of the outstanding shares of Common Stock, the ability of our stockholders to call a special meeting is denied.

### **Shareholder Action by Written Consent**

Our Certificate of Incorporation provides that, until such time as Cummins ceases to beneficially own a majority of the total voting power of the outstanding shares of Common Stock, our stockholders holding the minimum number of votes that would be necessary to take action at a meeting may act by written consent. Our Certificate of Incorporation, from and after such time as Cummins ceases to beneficially own a majority of the total voting power of the outstanding shares of Common Stock, expressly eliminates the right of our stockholders to act by written consent. From and after such time, stockholder action must take place at the annual or a special meeting of our stockholders.

### **Requirements for Advance Notice of Stockholder Nominations and Proposals**

Our By-Laws establish advance notice procedures with respect to stockholder proposals and nomination of candidates for election as directors as well as minimum qualification requirements for stockholders making the proposals or nominations. Additionally, our By-Laws require that candidates for election as director disclose their qualifications and make certain representations.

### **No Cumulative Voting**

The DGCL provides that stockholders are denied the right to cumulate votes in the election of directors unless our certificate of incorporation provides otherwise. Our Certificate of Incorporation does not provide for cumulative voting.

### **Undesignated Preferred Stock**

The authority that our Board of Directors possesses to issue Preferred Stock could potentially be used to discourage attempts by third parties to obtain control of the Company transaction undertaken through a merger, tender offer, proxy contest broker or otherwise by making such attempts more difficult or more costly. Our Board of Directors may be able to issue Preferred Stock with voting rights or conversion rights that, if exercised, could adversely affect the voting power of the holders of Common Stock.

#### ***Limitations on Liability, Indemnification of Officers and Directors and Insurance***

The DGCL authorizes corporations to limit or eliminate the personal liability of directors and certain officers to corporations and their stockholders for monetary damages for breaches of their respective fiduciary duties as directors or officers, and our Certificate of Incorporation includes such an exculpation provision. Our Certificate of Incorporation and By-Laws include provisions that indemnify, to the fullest extent allowable under the DGCL, the personal liability of directors or officers for monetary damages for actions taken as a director or officer of the Company, or for serving at our request as a director or officer or another position at another corporation or enterprise, as the case may be. Our Certificate of Incorporation and By-Laws also provide that we must indemnify and advance reasonable expenses to our directors and officers.

The limitation of liability and indemnification provisions in our Certificate of Incorporation and By-Laws may discourage stockholders from bringing a lawsuit against directors or officers for breach of their fiduciary duties. These provisions may also have the effect of reducing the likelihood of derivative litigation against our directors and officers, even though such an action, if successful, might otherwise benefit Atmus and our stockholders. However, these provisions do not limit or eliminate our rights, or those of any stockholder, to seek non-monetary relief such as injunction or rescission in the event of a breach of a director's or officer's duty of care. The provisions do not alter the liability of directors or officers under the federal securities laws. In addition, any investment in the Company may be adversely affected to the extent that, in a class action or direct suit, Atmus pays the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. There is currently no pending material litigation or proceeding against us or any of our directors, officers or employees for which indemnification is sought.

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#### ***Exclusive Forum***

Unless we otherwise consent in writing, to the extent permitted by law, the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a claim of breach of fiduciary duty owed by any of our directors, officers, employees to us or our stockholders; (iii) any action asserting a claim arising pursuant to any provision of the DGCL, our Certificate of Incorporation or By-Laws; or (iv) any action asserting a claim governed by the internal affairs doctrine shall be the Court of Chancery of the State of Delaware or, if the Court of Chancery of the State of Delaware does not have jurisdiction, the federal district court for the District of Delaware. In addition, to the extent permitted by law, the federal district courts of the U.S. shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Notwithstanding the foregoing, the exclusive forum provision shall not apply to claims seeking to enforce any liability or duty created by the Exchange Act.

#### ***Transfer Agent and Registrar***

The transfer agent and registrar for our Common Stock is Broadridge Corporate Issuer Solutions, LLC, Lake Success, New York.

**EXHIBIT 10.15**

**ATMUS FILTRATION TECHNOLOGIES INC.  
2022 OMNIBUS INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

This Agreement (this "Agreement") is made as of the date (the "Effective Date") set forth in the accompanying long-term grant letter (the "Letter"), between Atmus Filtration Technologies Inc., a Delaware corporation (the "Company"), and the employee named in the Letter (the "Employee").

WHEREAS, the Company has adopted the Atmus Filtration Technologies Inc. 2022 Omnibus Incentive Plan (the "Plan"), providing for awards to certain officers, employees, directors, consultants and advisors of the Company and its Affiliates; and

WHEREAS, the Administrator of the Plan has determined that it would be in the best interest of the Company and its shareholders to provide the Employee with an incentive to remain in the service of the Company and to increase shareholder value by providing the Employee with the opportunity to own Stock.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, the Employee and the Company hereby agree as follows:

**1. Grant of Award.**

- a. **Award.** The Company, as of the Effective Date, hereby grants to the Employee an award (the "Award") of the number of Restricted Stock Units set forth in the Letter (the "RSUs") subject to the restrictions, terms and conditions set forth below and in the Plan.
- b. **Omnibus Incentive Plan.** This Award is granted pursuant to the Plan, a copy of which the Employee acknowledges having received. The terms and conditions of the Plan are incorporated into this Agreement by reference. If there is a conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan will govern. Capitalized terms not otherwise defined in this Agreement have the meanings set forth in the Plan. To the extent the Letter indicates that this

Award represents a converted award granted in replacement of a Cummins Inc. long-term incentive award, by accepting this Award, the Employee acknowledges and agrees that this Award is in full replacement and cancellation of any outstanding equity- or cash-based incentive awards held by the Employee relating to the common stock of Cummins Inc., including any such awards granted under the Cummins Inc. 2012 Omnibus Incentive Plan or any predecessor or successor plan thereto, other than any Cummins Inc. stock options that were not replaced or converted.

**2. Vesting of Award.**

Subject to Section 4, the RSUs shall vest on the date or dates indicated in the Letter.

**3. Settlement.**

As soon as reasonably practicable (but no more than thirty (30) days) after each vesting date or event, subject to any six-month delay to the extent required for purposes of compliance with Code Section 409A, the Company will issue to the Employee a number of Shares equal to the number of RSUs that vested on such date or event.

**4. Termination of Employment.**

Except as may otherwise be provided in the Letter or the Plan, in the event of the termination of Employee's employment or service for any reason (or for no reason), all then-unvested RSUs will be forfeited as of the date of such termination without consideration therefor.

**5. No Rights as a Shareholder.**

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The Employee shall not have any rights of a shareholder with respect to the Shares underlying the RSUs (including, without limitation, any voting rights or any right to dividends) until the Shares have been issued hereunder.

**6. Restrictions on Transfer.**

The Employee may not transfer any interest in the RSUs other than under the Employee's will or as required by the laws of descent and distribution. The RSUs also may not be pledged, attached, or otherwise encumbered. Any purported assignment, alienation, sale, transfer, pledge, attachment or encumbrance of the RSUs in violation of the terms of this Agreement shall be null and void and unenforceable against the Company or its successors. In addition, notwithstanding anything to the contrary herein, the Employee agrees and acknowledges that (a) with respect to any Shares issued hereunder that have not been registered under the Securities Act of 1933, as amended (the "Act"), he or she will not sell or otherwise dispose of such Shares except pursuant to an effective registration statement under the Act and any applicable state securities laws, or in a transaction which, in the opinion of counsel for the Company, is exempt from such registration, and a legend will be placed on the certificates for the Shares to such effect, and (b) the Employee agrees not to sell any Shares acquired under this Award other than as set forth in the Plan and at a time when applicable laws, Company policies or an agreement between the Company and its underwriters do not prohibit a sale.

**7. Agreements of the Employee.**

The Employee acknowledges that: (a) this Agreement is not a contract of employment and the terms of the Employee's employment are not affected in any way by this Agreement except as specifically provided in this Agreement; and (b) the Award made by this Agreement does not confer any legal rights upon the Employee for continuation of employment or interfere with or limit the right of the Company to terminate the Employee's employment at any time.

**8. Legal Compliance Restrictions.**

The Company is not obligated to issue or deliver any certificates or make any book entry evidencing Shares subject to the RSUs unless and until the Company is advised by its counsel that the issuance and delivery of the certificates or book entry are in compliance with all applicable laws, regulations of governmental authorities and the requirements of any securities exchange upon which the Shares are traded.

**9. Taxes.**

As a condition of receiving this award of RSUs, the Employee agrees to pay to the Company upon demand such amount as may be requested by the Company for the purpose of satisfying its liability to withhold federal, state, or local income or other taxes due by reason of the grant, vesting or settlement of, or by reason of any other event relating to, the RSUs. The Company will, unless it determines otherwise, satisfy such withholding obligations by withholding a number of Shares otherwise issuable hereunder having a Fair Market Value on the date the tax obligation arises equal to the amount to be withheld; provided, however, that the amount to be withheld may not exceed the total maximum statutory tax rates associated with the transaction to the extent needed for the Company to avoid adverse accounting treatment. If the Employee does not make the payment described in the foregoing, then the Company or an affiliate may withhold such taxes from other amounts owed to the Employee or may choose to satisfy the withholding obligations by withholding Shares otherwise issuable hereunder in accordance with the preceding sentence.

**10. Notices.**

Except as otherwise provided in this Agreement, all offers, notices and other communications given pursuant to this Agreement will be deemed to have been properly given if in writing and (a) hand delivered, (b) mailed, addressed to the appropriate party at the address of the party as shown at the beginning of this Agreement, postage prepaid, by certified or registered mail or by Federal Express or similar overnight courier service, or (c) sent by e-mail, facsimile or similar electronic transmission (including communications through online accounts or any applicable stock plan platform), with confirmation sent by way of one of the methods provided above. Either party may from time to time designate by written notice

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given in accordance with the provisions of this Section any other address or party to which such notice or communication or copies thereof must be sent.

**11. Binding Effect.**

This Agreement is binding upon, and inures to the benefit of, the respective successors, assigns, heirs, executors, administrators and guardians of the parties hereto.

**12. Opportunity to Review.**

The Employee acknowledges and understands that this Agreement has been prepared on behalf of the Company by its legal counsel. The Employee further acknowledges and understands that it is advisable for him or her to, and he or she has had reasonable opportunity to, consult with legal counsel or other independent advisors, other than the Company's legal counsel, with respect to the terms and conditions of this Agreement.

**13. Severability.**

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be enforceable under applicable law. However, if any provision of this Agreement is deemed unenforceable under applicable law by a court having jurisdiction, the provision will be unenforceable only to the extent necessary to make it enforceable without invalidating the remainder thereof or any of the remaining provisions of this Agreement.

**14. Multiple Counterparts.**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any party may execute this Agreement by facsimile signature or electronic acceptance and the other party is entitled to rely on such facsimile signature or electronic acceptance as evidence that this Agreement has been duly executed by that party. Any party executing this Agreement by facsimile signature must immediately forward to the other party an original signature page by overnight mail.

*[Execution page follows]*

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IN WITNESS WHEREOF, the Company and the Employee have caused this Agreement to be executed and delivered, all as of the Effective Date.

ATMUS FILTRATION TECHNOLOGIES INC.

By: \_\_\_\_\_

Stephanie Disher  
Chief Executive Officer

**ACCEPTANCE AND ACKNOWLEDGEMENT**

Via electronic ACCEPTANCE, the Employee accepts the Award described herein and in the Plan, acknowledges receipt of a copy of this Agreement, the Plan and the Plan Prospectus, and acknowledges that Employee has read them carefully and that Employee fully understand their contents.

**EXHIBIT 10.16**

**ATMUS FILTRATION TECHNOLOGIES INC.  
2022 OMNIBUS INCENTIVE PLAN**

**PERFORMANCE STOCK UNIT AWARD AGREEMENT**

This Agreement (this "Agreement") is made as of the date (the "Effective Date") set forth in the accompanying long-term grant letter (the "Letter"), between Atmus Filtration Technologies Inc., a Delaware corporation (the "Company"), and the employee named in the Letter (the "Employee").

WHEREAS, the Company has adopted the Atmus Filtration Technologies Inc. 2022 Omnibus Incentive Plan (the "Plan"), providing for awards to certain officers, employees, directors, consultants and advisors of the Company and its Affiliates; and

WHEREAS, the Administrator of the Plan has determined that it would be in the best interest of the Company and its shareholders to provide the Employee with an incentive to remain in the service of the Company and to increase shareholder value by providing the Employee with the opportunity to own Stock.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, the Employee and the Company hereby agree as follows:

**1. Grant of Award.**

- a. **Award.** The Company, as of the Effective Date, hereby grants to the Employee an award (the "Award") of the number of Performance Stock Units set forth in the Letter (the "PSUs") subject to the restrictions, terms and conditions set forth below and in the Plan.
- b. **Omnibus Incentive Plan.** This Award is granted pursuant to the Plan, a copy of which the Employee acknowledges having received. The terms and conditions of the Plan are incorporated into this Agreement by reference. If there is a conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan will govern. Capitalized terms not otherwise defined in this Agreement have the meanings set forth in the Plan. To the extent the Letter indicates that this Award represents a converted award granted in replacement of a Cummins Inc. long-term incentive award, by accepting this Award, the Employee acknowledges and agrees that this Award is in full replacement and cancellation of any outstanding equity- or cash-based incentive awards held by the Employee relating to the common stock of Cummins Inc., including any such awards granted under the Cummins Inc. 2012 Omnibus Incentive Plan or any predecessor or successor plan thereto, other than any Cummins Inc. stock options that were not replaced or converted.

**2. Vesting of Award.**

Subject to Section 4, the PSUs shall vest on the date or dates indicated in the Letter to the extent the conditions for vesting (including but not limited to the achievement of one or more performance goals) as described in the Letter have been satisfied.

**3. Settlement.**

As soon as reasonably practicable (but no more than thirty (30) days) after each vesting date or event, subject to any six-month delay to the extent required for purposes of compliance with Code Section 409A, the Company will issue to the Employee a number of Shares equal to the number of PSUs that vested on such date or event.

**4. Termination of Employment.**

Except as may otherwise be provided in the Letter or the Plan, in the event of the termination of Employee's employment or service for any reason (or for no reason), all then-unvested PSUs will be forfeited as of the date of such termination without consideration therefor.

**5. No Rights as a Shareholder.**

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The Employee shall not have any rights of a shareholder with respect to the Shares underlying the PSUs (including, without limitation, any voting rights or any right to dividends) until the Shares have been issued hereunder.

**6. Restrictions on Transfer.**

The Employee may not transfer any interest in the PSUs other than under the Employee's will or as required by the laws of descent and distribution. The PSUs also may not be pledged, attached, or otherwise encumbered. Any purported assignment, alienation, sale, transfer, pledge, attachment or encumbrance of the PSUs in violation of the terms of this Agreement shall be null and void and unenforceable against the Company or its successors. In addition, notwithstanding anything to the contrary herein, the Employee agrees and acknowledges that (a) with respect to any Shares issued hereunder that have not been registered under the Securities Act of 1933, as amended (the "Act"), he or she will not sell or otherwise dispose of such Shares except pursuant to an effective registration statement under the Act and any applicable state securities laws, or in a transaction which, in the opinion of counsel for the Company, is exempt from such registration, and a legend will be placed on the certificates for the Shares to such effect, and (b) the Employee agrees not to sell any Shares acquired under this Award other than as set forth in the Plan and at a time when applicable laws, Company policies or an agreement between the Company and its underwriters do not prohibit a sale.

**7. Agreements of the Employee.**

The Employee acknowledges that: (a) this Agreement is not a contract of employment and the terms of the Employee's employment are not affected in any way by this Agreement except as specifically provided in this Agreement; and (b) the Award made by this Agreement does not confer any legal rights upon the Employee for continuation of employment or interfere with or limit the right of the Company to terminate the Employee's employment at any time.

**8. Legal Compliance Restrictions.**

The Company is not obligated to issue or deliver any certificates or make any book entry evidencing Shares subject to the PSUs unless and until the Company is advised by its counsel that the issuance and delivery of the certificates or book entry are in compliance with all applicable laws, regulations of governmental authorities and the requirements of any securities exchange upon which the Shares are traded.

**9. Taxes.**

As a condition of receiving this award of PSUs, the Employee agrees to pay to the Company upon demand such amount as may be requested by the Company for the purpose of satisfying its liability to withhold federal, state, or local income or other taxes due by reason of the grant, vesting or settlement of, or by reason of any other event relating to, the PSUs. The Company will, unless it determines otherwise, satisfy such withholding obligations by withholding a number of Shares otherwise issuable hereunder having a Fair Market Value on the date the tax obligation arises equal to the amount to be withheld; provided, however, that the amount to be withheld may not exceed the total maximum statutory tax rates associated with the transaction to the extent needed for the Company to avoid adverse accounting treatment. If the Employee does not make the payment described in the foregoing, then the Company or an affiliate may withhold such taxes from other amounts owed to the Employee or may choose to satisfy the withholding obligations by withholding Shares otherwise issuable hereunder in accordance with the preceding sentence.

**10. Notices.**

Except as otherwise provided in this Agreement, all offers, notices and other communications given pursuant to this Agreement will be deemed to have been properly given if in writing and (a) hand delivered, (b) mailed, addressed to the appropriate party as shown at the beginning of this Agreement, postage prepaid, by certified or registered mail or by Federal Express or similar overnight courier service, or (c) sent by e-mail, facsimile or similar electronic transmission (including communications through online accounts or any applicable stock plan platform), with confirmation sent by way of one of the methods provided above. Either party may from time to time designate by written notice given in accordance with the

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provisions of this Section any other address or party to which such notice or communication or copies thereof must be sent.

**11. Binding Effect.**

This Agreement is binding upon, and inures to the benefit of, the respective successors, assigns, heirs, executors, administrators and guardians of the parties hereto.

**12. Opportunity to Review.**

The Employee acknowledges and understands that this Agreement has been prepared on behalf of the Company by its legal counsel. The Employee further acknowledges and understands that it is advisable for him or her to, and he or she has had reasonable opportunity to, consult with legal counsel or other independent advisors, other than the Company's legal counsel, with respect to the terms and conditions of this Agreement.

**13. Severability.**

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be enforceable under applicable law. However, if any provision of this Agreement is deemed unenforceable under applicable law by a court having jurisdiction, the provision will be unenforceable only to the extent necessary to make it enforceable without invalidating the remainder thereof or any of the remaining provisions of this Agreement.

**14. Multiple Counterparts.**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any party may execute this Agreement by facsimile signature or electronic acceptance and the other party is entitled to rely on such facsimile signature or electronic acceptance as evidence that this Agreement has been duly executed by that party. Any party executing this Agreement by facsimile signature must immediately forward to the other party an original signature page by overnight mail.

*[Execution page follows]*

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IN WITNESS WHEREOF, the Company and the Employee have caused this Agreement to be executed and delivered, all as of the Effective Date.

ATMUS FILTRATION TECHNOLOGIES INC.

By: \_\_\_\_\_

Stephanie Disher

**ACCEPTANCE AND ACKNOWLEDGEMENT**

Via electronic ACCEPTANCE, the Employee accepts the Award described herein and in the Plan, acknowledges receipt of a copy of this Agreement, the Plan and the Plan Prospectus, and acknowledges that Employee has read them carefully and that Employee fully understand their contents.

**EXHIBIT 10.17**

**ATMUS FILTRATION TECHNOLOGIES INC.  
2022 OMNIBUS INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AWARD AGREEMENT  
(NON-EMPLOYEE DIRECTOR)**

This Agreement (this "Agreement") is made as of the date (the "Grant Date") set forth in the accompanying equity retainer grant letter (the "Letter"), between Atmus Filtration Technologies Inc., a Delaware corporation (the "Company"), and the director named in the Letter (the "Award Recipient").

WHEREAS, the Company maintains a Non-Employee Director Compensation Plan (the "Director Compensation Plan") governing the compensation of the Company's non-employee directors;

WHEREAS, the Company has adopted the Atmus Filtration Technologies Inc. 2022 Omnibus Incentive Plan (the "Omnibus Plan"), providing for awards to, among others, directors of the Company; and

WHEREAS, the Company desires to grant the restricted stock units described in the Letter to the Award Recipient pursuant to the terms of the Director Compensation Plan and the Omnibus Plan.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, the Award Recipient and the Company hereby agree as follows:

**1. Grant of Award.**

- a. **Award.** The Company, as of the Grant Date, hereby grants to the Award Recipient an award (the "Award") of the number of Restricted Stock Units set forth in the Letter (the "RSUs") subject to the restrictions, terms and conditions set forth below, in the Director Compensation Plan and in the Omnibus Plan.
- b. **Omnibus Plan.** This Award is granted pursuant to the Omnibus Plan, a copy of which the Award Recipient acknowledges having received. The terms and conditions of the Omnibus Plan are incorporated into this Agreement by reference. If there is a conflict between the provisions of this Agreement and the provisions of the Omnibus Plan, the provisions of the Omnibus Plan will govern. Capitalized terms not otherwise defined in this Agreement have the meanings set forth in the Omnibus Plan.

**2. Vesting of Award.**

Subject to Section 4, the RSUs shall vest on the date or dates indicated in the Letter.

**3. Settlement.**

As soon as reasonably practicable (but no more than thirty (30) days) after the date on which the RSUs vest, subject to any six-month delay to the extent required for purposes of compliance with Code Section 409A, the Company will issue to the Award Recipient a number of Shares equal to the number of RSUs that vested on such date.

**4. Termination of Employment.**

Except as may otherwise be provided in the Letter or the Omnibus Plan, or as may otherwise be determined by the Administrator or the Board, in the event of the termination of Award Recipient's service for any reason (or for no reason), all then-unvested RSUs will be forfeited as of the date of such termination without consideration therefor.

**5. No Rights as a Shareholder.**

The Award Recipient shall not have any rights of a shareholder with respect to the Shares underlying the RSUs (including, without limitation, any voting rights or any right to dividends) until the Shares have been issued hereunder.

**6. Restrictions on Transfer.**

The Award Recipient may not transfer any interest in the RSUs other than under the Award Recipient's will or as required by the laws of descent and distribution. The RSUs also may not be pledged, attached, or otherwise encumbered. Any purported assignment, alienation, sale, transfer, pledge, attachment or encumbrance of the RSUs in violation of the terms of this Agreement shall be null and void and unenforceable against the Company or its successors. In addition, notwithstanding anything to the contrary herein, the Award Recipient agrees and acknowledges that (a) with respect to any Shares issued hereunder that have not been registered under the Securities Act of 1933, as amended (the "Act"), he or she will not sell or otherwise dispose of such Shares except pursuant to an effective registration statement under the Act and any applicable state securities laws, or in a transaction which, in the opinion of counsel for the Company, is exempt from such registration, and a legend will be placed on the certificates for the Shares to such effect, and (b) the Award Recipient agrees not to sell any Shares acquired under this Award other than as set forth in the Omnibus Plan and at a time when applicable laws, Company policies or an agreement between the Company and its underwriters do not prohibit a sale.

**7. Agreements of the Award Recipient.**

The Award Recipient acknowledges that: (a) this Agreement is not a contract of employment and the terms of the Award Recipient's service arrangement are not affected in any way by this Agreement except as specifically provided in this Agreement; and (b) the Award made by this Agreement does not confer any legal rights upon the Award Recipient for continuation of service or interfere with or limit the right of the Company to terminate the Award Recipient's service arrangement at any time.

**8. Legal Compliance Restrictions.**

The Company is not obligated to issue or deliver any certificates or make any book entry evidencing Shares subject to the RSUs unless and until the Company is advised by its counsel that the issuance and delivery of the certificates or book entry are in compliance with all applicable laws, regulations of governmental authorities and the requirements of any securities exchange upon which the Shares are traded.

**9. Taxes.**

As a condition of receiving this award of RSUs, the Award Recipient agrees to pay to the Company upon demand such amount as may be requested by the Company for the purpose of satisfying any liability to withhold federal, state, or local income or other taxes due by reason of the grant, vesting or settlement of, or by reason of any other event relating to, the RSUs. The Company will, unless it determines otherwise, satisfy such withholding obligations by withholding a number of Shares otherwise issuable hereunder having a Fair Market Value on the date the tax obligation arises equal to the amount to be withheld; provided, however, that the amount to be withheld may not exceed the total maximum statutory tax rates associated with the transaction to the extent needed for the Company to avoid adverse accounting treatment. If the Award Recipient does not make the payment described in the foregoing, then the Company or an affiliate may withhold such taxes from other amounts owed to the Award Recipient or may choose to satisfy the withholding obligations by withholding Shares otherwise issuable hereunder in accordance with the preceding sentence.

**10. Notices.**

Except as otherwise provided in this Agreement, all offers, notices and other communications given pursuant to this Agreement will be deemed to have been properly given if in writing and (a) hand delivered, (b) mailed, addressed to the appropriate party at the address of the party as shown at the beginning of this Agreement, postage prepaid, by certified or registered mail or by Federal Express or similar overnight courier service, or (c) sent by e-mail, facsimile or similar electronic transmission (including communications through online accounts or any applicable stock plan platform), with confirmation sent by way of one of the methods provided above. Either party may from time to time designate by written notice given in accordance with the provisions of this Section any other address or party to which such notice or communication or copies thereof must be sent.

**11. Binding Effect.**

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This Agreement is binding upon, and inures to the benefit of, the respective successors, assigns, heirs, executors, administrators and guardians of the parties hereto.

**12. Opportunity to Review.**

The Award Recipient acknowledges and understands that this Agreement has been prepared on behalf of the Company by its legal counsel. The Award Recipient further acknowledges and understands that it is advisable for him or her to, and he or she has had reasonable opportunity to, consult with legal counsel or other independent advisors, other than the Company's legal counsel, with respect to the terms and conditions of this Agreement.

**13. Severability.**

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be enforceable under applicable law. However, if any provision of this Agreement is deemed unenforceable under applicable law by a court having jurisdiction, the provision will be unenforceable only to the extent necessary to make it enforceable without invalidating the remainder thereof or any of the remaining provisions of this Agreement.

**14. Multiple Counterparts.**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any party may execute this Agreement by facsimile signature or electronic acceptance and the other party is entitled to rely on such facsimile signature or electronic

acceptance as evidence that this Agreement has been duly executed by that party. Any party executing this Agreement by facsimile signature must immediately forward to the other party an original signature page by overnight mail.

*[Execution page follows]*

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IN WITNESS WHEREOF, the Company and the Employee have caused this Agreement to be executed and delivered, all as of the Effective Date.

ATMUS FILTRATION TECHNOLOGIES INC.

By: \_\_\_\_\_

Stephanie Disher  
Chief Executive Officer

#### **ACCEPTANCE AND ACKNOWLEDGEMENT**

Via electronic ACCEPTANCE, the Award Recipient accepts the Award described herein and in the Omnibus Plan, acknowledges receipt of a copy of this Agreement, the Omnibus Plan and the Omnibus Plan Prospectus, and acknowledges that Award Recipient has read them carefully and that Award Recipient fully understand their contents.

#### **EXHIBIT 10.18**

#### **FILT RED, INC. DEFERRED COMPENSATION PLAN**

Effective as of [ ], 2023

4885-2358-5571.6

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**ARTICLE 1**  
**EFFECTIVE DATE; PURPOSE; FUNDING**

**Section 1.0a Effective Date**

. FILT Red, Inc. is establishing this FILT Red, Inc. Deferred Compensation Plan (the "Plan") effective [ ], 2023 (the "Effective Date").

**Section 1.0b Purpose**

. The Plan is intended to constitute an unfunded plan maintained by the Employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees within the meaning of Sections 201, 301, and 401 of ERISA.

**Section 1.0c Funding**

. The Company may adopt and maintain the Trust to hold assets for the provision of certain benefits under the Plan or other employee benefits. Assets of the Trust are subject to the claims of the Employer's general creditors, and no Participant shall have any interest in any assets of the Trust or an Employer other than as a general creditor of the Employer.

**Section 1.0d Assumption of Liabilities**

. On the Effective Date, the Plan assumed certain liabilities from the Prior Plan with respect to Filtration Employees who were participants in such Prior Plan and amounts such Filtration Employees had deferred under such Prior Plan.

**ARTICLE 2**  
**DEFINITIONS AND INTERPRETATION**

**Section 1.0a Definitions**

. When the first letter of a word or the words in a phrase are capitalized herein, the word or phrase shall have the meaning specified below.

(i)"401(k) Plan True Up Matching or Discretionary Credit" means an amount credited to an Eligible Employee's Employer Contributions Balance pursuant to Section 5.03.

(ii)"Administrator" means the Company's Benefits Policy Committee or such other person(s) that the Board designates as Administrator. To the extent that the Administrator delegates a duty or responsibility to an agent, the term "Administrator" shall include such agent.

(iii)"Affiliated Employer" means (i) a member of a controlled group of corporations (as defined in Code Section 414(b)) of which the Company is a member or (ii) an unincorporated trade or business under common control (as defined in Code Section 414(c)) with the Company.

(iv)"Affirmation of Domestic Partnership" means a form or other means designated for use in affirming the relationship between a Participant and his Domestic Partner. Any Affirmation of Domestic Partnership made by a Filtration Employee under the Prior Plan and that remains in effect on the Effective Date shall be considered as if made hereunder on the Effective Date.

(v)"Alternate Payee" has the meaning set out in ERISA Section 206(d)(3)(K).

(vi)"Beneficiary" means the person or persons entitled to receive a Participant's remaining Plan Year Balances and Employer Contributions Balance, if any, after his death. A Participant's Beneficiary shall be determined as provided in Section 6.07.

(vii)"Benefit Claim" means a request or claim for a benefit under the Plan, manager, including a claim for greater benefits than have been paid.

(viii) "Benefit Commencement Date" means the date as of which distribution of a Plan Year Balance privately negotiated transaction or Employer Contributions Balance begins otherwise; 2. A purchase or is paid, if payable as a lump sum, as determined under Section 6.01.

(ix) "Board" or "Board of Directors" means the Company's Board of Directors or, where the context so permits, its designee.

(x) "Change of Control" means a "Change of Control" as defined in sale transaction pursuant to the Company's 2022 Omnibus Incentive Plan as or any successor incentive plan thereto; 3. The exercise of stock options to purchase Company common stock pursuant to the Company's stock option plans; 4. A change to future contributions to any Company stock fund in effect on a 401(k) plan maintained by the Effective Date; provided Company; 5. A transfer of an existing account balance into or out of any Company stock fund; 6. Any loan under a 401(k) plan that will result in a liquidation (or partial liquidation) of Company stock fund holdings; 7. Any pre-payment of a 401(k) plan loan if the prepayment will be allocated to the Company stock fund; or 8. An election to participate in any Company dividend reinvestment plan, to change the level of participation in the plan or to sell Company stock purchased pursuant to the plan. This policy does not apply to: 1. Purchases of stock in a 401(k) plan or an event employee stock purchase plan maintained by the Company when those purchases result from an

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INSIDER TRADING POLICY ATMUS FILTRATION CORE POLICY RESTRICTED CONFIDENTIAL Page 4 of 10 Employee's periodic contribution of money to the plans pursuant to a payroll deduction election. series 2. Purchases events shall not constitute Company stock through any Company dividend reinvestment plan when those purchases result solely from Change of Control prior reinvestment election dividends paid on Company securities. B. How to avoid insider trading 1. Refrain from trading in Company securities from the time Participant unless material development involving event Company is known until enough time has elapsed for investors to fully evaluate the information. This is generally three business days after the information has been publicly disclosed. 2. Only disclose material, nonpublic information concerning the Company to another person if that person has a need to know the information. 3. If in possession of material, nonpublic information about another company obtained during your employment with the Company, refrain from trading in that company's securities until after the information has been publicly disclosed. Use the three-day guideline and disclose that information to another person only if that person has a need to know the information. 4. Consider how the transaction might look six months in retrospect. 5. Obtain approval from the Corporate Secretary series Chief Legal Counsel prior to taking any action if you are unsure. C. Trading in Company securities must not occur during a Blackout Period. Generally, Blackout Periods apply only to officers and Board Members. However, special Blackout Periods may be imposed by the Company and may apply to employees in addition to officers and Board Members (such employees, "Restricted Parties"). The Corporate Secretary, Chief Legal Counsel, or the Chief Financial Officer will notify Restricted Parties regarding any trading restrictions. D. Blackout Periods for Company-Sponsored Plans 1. To avoid any appearance events qualifies as a change in propriety, the Company, at the end of each quarter, may take an extra measure by restricting Compensation Class 5 (Executive Director) employees from trading Company shares held the ownership or effective control of the corporation or any Employee Stock Purchase Plan (ESPP) and from engaging the ownership of a substantial portion of the assets of the corporation within the meaning of Code Section 409A(a)(2)(A)(v); and provided further that, transactions Plan Year Balances that were maintained their performance shares, restricted stock, restricted stock units or stock options granted Prior Company's 2022 Omnibus

INSIDER TRADING POLICY ATMUS FILTRATION CORE POLICY RESTRICTED CONFIDENTIAL Page 5 of 10 Incentive [ ] and assumed by the Plan for Filtration Employees who automatically became Participants hereunder on the Effective Date. "Change of Control" shall have the meaning given under the Prior Plan to the extent required for compliance with Code Section 409A.

(xi)"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute, including incentive plan thereto that are held by Fidelity or any third-party broker, as applicable. We suspend the regulations issued thereunder.

(xii)"Company" means FILT Red, Inc.

(xiii) "Denial" or "Denied" means a denial, reduction, termination, or failure to provide or make payment (in whole or in part) trading of a Plan benefit.

(xiv)"Designated Benefit Commencement Date" means, with respect to a Plan Year Balance, the date elected by an Eligible Employee for distribution (or commencing distribution, if payable in installments) of the Plan Year Balance. Except as otherwise provided in Section 4.06, a Participant's Designated Benefit Commencement Date must be either (i) shares held under these plans from the first business day of a specified Semiannual Distribution Month occurring at least each quarter through the close of two years business days after the end day we release earnings. This is known as an "automatic blackout period." 2. There is no automatic blackout period in place preventing the trading in shares held in the 401k plan. Even so, it is your responsibility not to trade in Company securities when you are in possession of material, non-public information, whether or not any blackout is in effect. 3. This blackout only applies to the Company-sponsored plans described above. You are still able to trade in Company shares through your own personal accounts while this blackout is in effect unless you are subject to a different blackout restriction or are in possession of material, non-public information. Remember that the prohibition against insider trading applies to you all the time and with every trade you make, whether it is through a Company account or purely on your own. If you have any questions, contact the Corporate Secretary or Chief Legal Counsel for assistance. E. Gifts Neither Board Members nor any employees of the calendar year for which the deferral is made or (ii) the first business day of the specified Semiannual Distribution Month first occurring after the Participant's Retirement. Any Designated Benefit Commencement Date elections made by a Filtration Employee under the Prior Plan that apply to a Plan Year Balance relating to a year commencing prior to the Effective Date shall continue to apply to such Plan Year Balance, regardless of whether the Designated Benefit Commencement Date so elected is still available under the Plan.

(xv)"Designated Election" means, with respect to a Plan Year Balance, the payment schedule which an Eligible Employee has elected for the Plan Year Balance to be distributed. The "Designated Election" must be either (i) a single lump sum payment or (ii) annual installments beginning on the Designated Benefit Commencement Date and continuing over the next following anniversaries of such date for a designated number of years, not to exceed a total of 10 annual installments. Each installment shall consist of a portion of the remaining Plan Year Balance, which shall be equal to (i) one divided by (ii) one plus the number of installments remaining after the installment for which the calculation is being made. If an Eligible Employee fails to make the Designated Election for a Plan Year

Balance, the Designated Election for such Plan Year Balance shall be a single lump sum payment. Any Designated Election made by a Filtration Employee under the Prior Plan that applies to a Plan Year Balance relating to a year commencing prior to the Effective Date shall continue to apply to such Plan Year Balance, regardless of whether the form of Designated Election so made is still available under the Plan.

(xvi)"Domestic Partner" means a person of the same or opposite sex (i) with whom the Participant has a single, dedicated relationship and has shared the same permanent residence for at least six months, (ii) who is not married to another person or part of another domestic partner relationship and is at least age 18, (iii) who, with the Participant, is mutually responsible for the other's welfare, (iv) who, with the Participant, intends for their relationship to be permanent, (v) who is not so closely related to the Participant as to preclude marriage under

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state law, and (vi) for whom there is an Affirmation of Domestic Partnership on file with the Administrator. In determining whether the requirements of clauses (i) through (v) of the preceding sentence have been satisfied, the Administrator may rely on the Affirmation of Domestic Partner filed with the Administrator.

(xvii)"Domestic Relations Order" has the meaning specified in Code Section 414(p)(1)(B).

(xviii)"Earnings Credit" means the amount credited pursuant to Section 5.05.

(xix)"Eligible Employee" means a common-law employee of the Employer who (i) is on a United States compensation and benefits package and is receiving United States taxable income, (ii) has an annual base salary rate of at least US\$150,000 (or such higher amount as is determined by the Company from time to time), (iii) is either (A) a citizen or legal permanent resident of the United States or (B) holds one of the following types of United States' visas: F-1, F-2, H-1B, H-2B, H-3, H-4, L-1, O-1, O-3, or TN, and (iv) has received written notice from the Administrator that he is eligible to participate in the Plan.

(xx)"Employer" means the Company and all of its Affiliated Employers.

(xxi)"Employer Contributions Balance" means the bookkeeping account established to reflect a Participant's interest under the Plan attributable to any 401(k) Plan True Up Matching or Discretionary Credits, and related Earnings Credits. The Administrator may establish one or more subaccounts within an Employer Contributions Balance to manage and separately account for any 401(k) Plan True Up Matching or Discretionary Credits and earnings or losses thereon and to apply any vesting schedule or other conditions to such amounts. Unless otherwise determined by the Administrator, for purposes of determining the amount of a distribution, the Employer Contributions Balance will be determined as of the last business day of the month preceding the month in which the distribution will occur.

(xxii)"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

(xxiii)"Filtration Employee" has the meaning given in that certain Employee Matters Agreement by and between Cummins Inc. and the Company, dated as of [REDACTED], 2023.

(xxiv)"Fund" means an Investment Fund.

(xxv)"Investment Fund" means one or more funds selected by the Administrator pursuant to Section 5.04 to determine Earnings Credits.

(xxvi)"Long-Term Incentive Compensation" means equity-based incentive compensation that is payable in cash or cash-based incentive compensation, in either case that the Administrator designates as Long-Term Incentive Compensation for purposes of this Plan.

(xxvii)"Participant" means an Eligible Employee who (i) has elected to make deferrals under the Plan by the means designated by the Administrator and whose Plan Year Balances have not been fully distributed or (ii) receives a 401(k) Plan True Up Matching or Discretionary Credit pursuant to Section 5.03. On the Effective Date, a "Participant" also automatically includes any Filtration Employee who either (i) has a deferral election in effect as of the Effective Date under the Prior Plan or (ii) has one or more Plan Year Balances that have been assumed from the Prior Plan.

(xxviii)"Plan" means the "FILT Red, Inc. Deferred Compensation Plan" as set out in this document, as amended from time to time.

(xxix)"Plan Year" means the calendar year.

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(xxx)"Plan Year Balance" means the bookkeeping account(s) established to reflect a Participant's interest under the Plan attributable to amounts deferred pursuant to a specific deferral election. The Administrator shall maintain a separate Plan Year Balance with respect to amounts deferred pursuant to all deferral elections made with respect to a single year and related Earnings Credits. Where the context so permits, the term "Plan Year Balance" means the amount credited to such bookkeeping account(s). The Administrator may establish one or more subaccounts within a Plan Year Balance to manage and separately account for any deferrals and earnings or losses thereon and to apply any conditions to such amounts. Unless otherwise determined by the Administrator, for purposes of determining the amount of a distribution, the Plan Year Balance will be determined as of the last business day of the month preceding the month in which the distribution will occur.

(xxxi)"Prior Plan" means the Cummins Inc. Deferred Compensation Plan, as in effect on the Effective Date.

(xxxii)"Retire" or "Retirement" refers to Termination of Employment after (i) reaching age 55 and completing at least five years of employment with the Affiliated Employers or (ii) completing 30 years of employment with the Affiliated Employers. Employment with an Affiliated Employer prior to the Effective Date shall be counted as employment for purposes hereof. In addition, if an Affiliated Employers ceases to qualify as such, employment with such entity while it qualified as an Affiliated Employer shall continue to count as employment for purposes hereof.

(xxxiii)"Semiannual Distribution Month" means April or October.

(xxxiv)"Specified Employee" means, with respect to the 12-month period beginning on the Specified Employee Effective Date, an individual who is a specified employee within the meaning of Code Section 409A(a)(2)(B)(i), using the default rules thereunder (except as modified herein) and determining compensation therefor using the safe-harbor definition of compensation set forth in Treas. Reg. s. 1.415(c)-2(d)(2). Until the first Specified Employee Effective Date that occurs after the Effective Date, a Participant who is considered a Specified Employee for purposes of the Prior Plan shall be treated as a Specified Employee hereunder.

(xxxv)"Specified Employee Effective Date" means the January 1 next following the Specified Employee Identification Date.

(xxxvi)"Specified Employee Identification Date" means December 31.

(xxxvii)"Spouse" means, as of a Participant's Benefit Commencement Date, (i) the person to whom the Participant is married in accordance with applicable law of the jurisdiction in which the Participant resides, or (ii) in the case of a Participant not described in clause (i), the Participant's Domestic Partner.

(xxxviii)"Terminates Employment," "Termination of Employment," or any variation thereof means a separation from service within the meaning of Code Section 409A(a)(2)(A)(i).

(xxxix)"Trust" means any grantor trust established by the Company to hold assets for the provision of certain benefits under the Plan or other Employer benefits.

(x)"Unforeseeable Emergency" means any of (i) a severe financial hardship to the Participant, the Participant's Spouse, the Participant's Beneficiary or the Participant's dependent; (ii) loss of the Participant's property due to casualty; or (iii) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, which creates an emergency financial need for the Participant.

## Section 1.0b Rules of Interpretation

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(i)The Plan is intended to comply with (i) Code Section 409A and (ii) the applicable provisions of ERISA, and it shall be interpreted and administered in accordance with such intent. Except as provided in the preceding sentence or as otherwise expressly provided herein, the Plan shall be construed, enforced, and administered, and the validity thereof determined, in accordance with the internal laws of the State of Delaware without regard to conflict of law principles and the following provisions of this Section.

(ii)Words used herein in the masculine shall be construed to include the feminine, where appropriate, and *vice versa*, and words used herein in the singular or plural shall be construed to include the plural or singular, where appropriate.

(iii)Headings and subheadings are used for convenience of reference only and shall not affect the interpretation of any provision hereof.

(iv) If any provision of the Plan shall be held to violate the Code or ERISA or be illegal or invalid for any other reason, that provision shall be deemed modified to the minimum extent needed to so comply, or if modification is not possible, null and void, but the invalidation of that provision shall not otherwise affect the Plan.

(v) Reference to any provision of the Code, ERISA, or other law shall be deemed to include a reference to the successor of such provision.

## ARTICLE 3 PARTICIPATION

The Administrator shall notify an individual of his eligibility to participate in the Plan as soon as administratively feasible after it determines that the individual has satisfied the requirements (other than notification) for eligibility to participate. An individual shall become an Eligible Employee upon receipt of the Administrator's notice. An Eligible Employee shall become a Participant and shall be eligible to receive a 401(k) Plan True Up Matching or Discretionary Credit only after completing online enrollment or taking such other action, if any, as the Administrator may prescribe.

## ARTICLE 4 DEFERRAL AND DISTRIBUTION ELECTIONS

### Section 1.0a Deferral of Compensation

An Eligible Employee may elect pursuant to this Article IV to defer receipt of a percentage, up to 85%, as specified in the election, of his base salary, annual bonus, and/or Long-Term Incentive Compensation payments that would otherwise be paid to him in cash. The 85% maximum deferral shall be applied separately to each component of compensation deferred. All elections pursuant to this Article IV shall be made by the means designated by the Administrator, which may include completion of an online form or other means. Subject to the provisions of Section 4.06 and 4.07, elections under this Article IV shall become irrevocable (i) in the case of initial deferral elections pursuant to Section 4.02, when it is filed, or (ii) in the case of deferral elections other than initial deferral elections, as of the last day of the applicable election period; provided, however, if the Administrator grants a Participant's request for a distribution on account of an Unforeseeable Emergency, it shall cancel the Participant's existing deferral elections. Amounts deferred pursuant to a Participant's election shall be withheld from his cash compensation and credited to his Plan Year Balance as provided in Section 5.02. The Participant's Employer shall withhold employment and other taxes with respect to the deferred amounts from the Participant's other compensation, as required by law. If the Participant's other compensation is insufficient for that purpose, the required amounts shall be withheld by the Participant's Employer from the amounts subject to the Participant's deferral election or the Participant shall reimburse the Employer for the required withholding not withheld from the Participant's other compensation.

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### Section 1.0b Initial Deferral Election

An individual may make a deferral election pursuant to this Section within 30 days after the individual first becomes an Eligible Employee (or, if earlier, within 30 days after the date on which he first becomes eligible to participate in any other plan gift of an Affiliated Employer that is required to be aggregated with this Plan for purposes Company securities while aware of Code Section 409A, or within such shorter enrollment period specified by the Administrator). Pursuant to such election, an Eligible Employee may elect to defer (i) up to 85% of his base salary for services performed after the date on which his election is filed with the Administrator and/or (ii) up to 85% of his annual bonus for services performed in months after the date on which his election is filed with the Administrator. Unless otherwise determined by the Administrator, such deferral election shall apply only to base salary paid to the end of the Plan Year in which such deferral election is made, and only to the annual bonus for which such election relates, and shall not automatically carry over to any future year's base salary or any future annual bonuses.

### Section 1.0c Elections to Defer Base Salary

An Eligible Employee may elect to defer up to 85% of his base salary for services performed during a calendar year by filing an election during the enrollment period established by the Administrator, which period shall end not later than December 31 of the preceding year. Unless otherwise determined by the Administrator, such base salary deferral election shall only apply to the base salary paid in the following Plan Year and shall not automatically carry over to any future year's base salary.

### Section 1.0d Elections to Defer Annual Bonus or Long-Term Incentive Compensation Payouts

An Eligible Employee may elect to defer up to 85% of his annual bonus and/or his cash payouts under his Long-Term Incentive Compensation. The deferral election must be made during the enrollment period(s) established by the Administrator, which period(s) shall end not later than 6 months before the end of the performance period. If an enrollment period does not end prior to the beginning of the performance period, then an Eligible Employee will be able to elect to defer portions of his annual bonus and/or his cash payouts under his Long-Term Incentive Compensation under this section in such enrollment period only if (i) the Eligible Employee has performed services continuously from the later of the beginning of the performance period or the date the performance criteria were established

through the date of such election, (ii) the compensation subject to such election has not become readily ascertainable at the time of such election, and (iii) such election is otherwise permitted by Code Section 409A. Unless otherwise determined by the Administrator, such deferral election shall apply only to the annual bonus and/or Long-Term Incentive Compensation awards to which such election relates, and shall not automatically carry over to any future year's annual bonus or any future awards of Long-Term Incentive Compensation.

#### **Section 1.0e Election of Form and Timing of Payment**

. At the time a Participant makes a deferral election pursuant to Section 4.02, 4.03 or 4.04, he shall also elect a Designated Benefit Commencement Date and Designated Election for the Plan Year Balance to which amounts subject to the deferral are credited.

#### **Section 1.0f Election Changes**

. A Participant may, pursuant to this Section, elect to change the Designated Distribution Date and/or Designated Election for a Plan Year Balance, provided, however, that a Participant may make only one election pursuant to this Section with respect to a Plan Year Balance. A Participant's election change pursuant to this Section shall not be valid until 12 months after it is filed with the Administrator, and it shall be valid only (i) if it defers the original Designated Distribution Date for at least five years, and (ii) if it changes an election for payment at a specified time or pursuant to a specified schedule, it is made at least 12 months before the original Designated Distribution Date. In addition, if the prior Designated Distribution Date is

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based on the Participant's Retirement date, the Participant's new Designated Distribution Date must be precisely five years after the prior Designated Distribution Date.

#### **Section 1.0g Elections Made Under Prior Plan**

. Notwithstanding anything herein to the contrary, with respect to a Filtration Employee who automatically becomes a Participant on the Effective Date (i) all deferral elections in effect under the Prior Plan and (ii) all other elections made (or deemed made) with respect to Plan Year Balances that have been assumed from the Prior Plan, shall be given effect as if made hereunder.

### **ARTICLE 5**

#### **PLAN BALANCES AND ALLOCATIONS**

#### **Section 1.0a Establishment of Balances**

. The Administrator shall establish a (a) separate Plan Year Balance to reflect each Participant's interest under the Plan with respect to amounts deferred pursuant to all of the Participant's deferral elections made with respect to a single year and (b) an Employer Contributions Balance to reflect each Participant's interest under the Plan with respect to all of the Eligible Employee's 401(k) Plan True Up Matching or Discretionary Credits, regardless of when made.

#### **Section 1.0b Crediting of Deferrals**

. A Participant's deferrals shall be credited to his appropriate Plan Year Balance as of the payroll date on which they are withheld from his pay.

#### **Section 1.0c Crediting of 401(k) Plan True Up Matching or Discretionary Credits**

(i) An Eligible Employee shall be eligible to receive an employer matching credit for a year if: (1) such Eligible Employee was eligible to receive an employer matching contribution under the applicable Company or Affiliated Employer 401(k) plan ("401(k) Plan") for such year; (2) such Eligible Employee's covered compensation under the 401(k) Plan for such year was (A) actually limited by the applicable dollar amount provided for under Code Section 401(a)(17) or (B) reduced by reason of deferrals under the Plan (including, with respect to a Filtration Employee, deferrals under the Prior Plan during the year that includes the Effective Date); and (3) such Eligible Employee is employed by the Company or an Affiliated Employer as of the end of the year (provided that such employment shall not be required for the year in which such employment ends due to death, disability or Retirement).

(ii) With respect to each Eligible Employee eligible to receive an employer matching credit for a year, the Eligible Employee's Employer Contributions Balance may, to the extent determined by the Company in its discretion, be credited with an amount equal to A - B, where A equals the matching contribution which would have been made on the Eligible Employee's behalf under the 401(k) Plan for that year assuming:

- (1) there was no covered compensation limit thereunder,

- (2) the provisions of Code Sections 401(k) and (m), 402(g), 414(v), and 415(c) (and any similar or analogous Code limits on the amount or rate of contributions under the 401(k) Plan) did not apply;
- (3) all deferrals under the Plan for such year had been made for that year under the 401(k) Plan;
- (4) covered compensation thereunder included all deferrals under the Plan made with respect to that year, and

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B equals the matching contributions made on the Eligible Employee's behalf under the 401(k) Plan for that year. In determining B, any distribution of the matching contribution to the Eligible Employee under the 401(k) Plan to satisfy Code Section 401(m) shall be ignored but any forfeiture of such contribution shall, if in fact taken into account in determining B, reduce B. In such a case, to the extent determined by the Company, in its discretion, the Eligible Employee's Employer Contributions Balance may also be credited with any earnings on such additional credit deemed appropriate by the Company. Such credited amounts shall, , unless otherwise determined by the Administrator, be deemed credited as of December 31 of the year to which they relate.

(iii)The Company may in its discretion credit to any Eligible Employee's Employer Contributions Balance an amount determined in its discretion. The Company shall determine any conditions on discretionary credits under this Section 5.03 and the date as of which such discretionary credits shall be allocated to the Employer Contributions Balance. The Company shall also determine whether any vesting schedule will apply to discretionary credited amounts under this Section 5.03 and, if a vesting schedule applies, the rate or other terms of vesting. Any amounts that are not vested upon an Eligible Employee's Termination of Employment shall be forfeited unless otherwise determined by the Company. The Company shall have the ability to accelerate the vesting of any discretionary credited amounts in its discretion.

#### **Section 1.0d Investment Options**

. The Administrator shall, from time to time, specify the available Investment Funds, which the Administrator may prospectively change or close to new investments in its discretion. Each Participant shall elect one or more Investment Funds to which his existing Plan Year Balances and Employer Contributions Balance shall be allocated, in increments of 1%. The Administrator shall determine from time to time how frequently Participants may change their investment elections, provided that Participants shall be permitted to change their investment elections no less frequently than once per calendar year. The Administrator also may permit Participants to make separate investment elections with respect to (a) each Plan Year Balance, (b) the Employer Contributions Balance, and (c) future deferrals. The sole purpose of the Investment Funds is to measure Earnings Credits to the Participant's Plan Year Balances and Employer Contributions Balance, and there is no requirement that amounts be invested in the Investment Funds.

#### **Section 1.0e Crediting of Earnings**

. As of the end of each business day, the Administrator shall credit each Participant's Plan Year Balances and Employer Contributions Balance with an Earnings Credit (which may be positive or negative) as provided in this Section. Except as the Administrator otherwise determines, the Earnings Credit rate for that portion of a Participant's Plan Year Balances and Employer Contributions Balance allocated to a fixed income Investment Fund for any day in a calendar quarter shall be based on the rate under such fixed income investment on the last day of the preceding calendar quarter. The Earnings Credit rate for that portion of a Participant's Plan Year Balances and Employer Contributions Balance allocated to any Investment Fund other than a fixed income Investment Fund shall be the rate of investment earnings under such Investment Fund. Notwithstanding the preceding provisions, no Earnings Credits shall be allocated with respect to a payment after the last business day immediately preceding that payment (or such earlier date preceding a payment as reasonably designated by the Administrator). In determining the Earnings Credits, the Administrator may adopt such procedures as it deems appropriate, in its sole discretion.

#### **Section 1.0f Charge for Distributions**

. Upon a distribution with respect to a Participant, the Participant's appropriate Plan Year Balances and Employer Contributions Balance shall be reduced by the amount of the distribution.

#### **Section 1.0g Assumption of Balances from Prior Plan**

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. On the Effective Date, the Plan Year Balances maintained under the Prior Plan for each Filtration Employee who automatically becomes a Participant hereunder on the Effective Date shall be assumed by the Plan, and shall become a liability of the Plan (and not the Prior Plan) from and after the Effective Date. Any investment elections of such Participants that are in effect under the Prior Plan automatically shall be effective for purposes of this Plan on the Effective Date as if made hereunder.

## ARTICLE 6

### DISTRIBUTION OF PLAN BALANCES

#### **Section 1.0a Distribution on Benefit Commencement Date**

(i) Except as expressly provided in the following provisions of this Article or as contemplated by Section 5.03, (i) a Participant's Plan Year Balances shall be distributed in accordance with their respective Designated Elections, beginning as of their respective Designated Benefit Commencement Dates, and (ii) a Participant's Employer Contributions Balance shall be distributed in ten (10) annual installments commencing as of the first business day of the Semiannual Distribution Monthly first occurring after the Participant's Termination of Employment. Each installment shall consist of the remaining Employer Contributions Balance (and any related Earnings Credits), which shall be equal to (i) one divided by (ii) one plus the number of installments remaining after the installment for which the calculation is being made. Amounts payable as of a date shall be paid on such date or as soon as administratively feasible (and under no circumstances more than 30 days) thereafter.

(ii) Notwithstanding the preceding provisions of this Section, if, upon a Participant's Termination of Employment, all of the Participant's Plan Year Balances and Employer Contributions Balance (and any other amounts deferred by the Participant under any other arrangements aggregated with the Plan under Treas. Reg. s. 1.409A-1(c)(2)) total less than the applicable dollar amount under Code Section 402(g)(1)(B) for the year, then the Administrator may pay out the Participant's entire interest in the Plan in a single lump sum as soon as practicable after the date of such Termination of Employment.

#### **Section 1.0b Distribution Upon Termination of Employment for Reasons other than Retirement**

. Notwithstanding Section 6.01, and subject to Section 6.06, if a Participant Terminates Employment for a reason other than Retirement, then his remaining Plan Year Balances shall be paid to him (or his Beneficiary, if he is deceased) in a single lump sum payment as of the first business day of the first Semiannual Distribution Month occurring after his Termination of Employment; provided, however this sentence shall not result in the deferral of any amount otherwise payable under the Plan.

#### **Section 1.0c Distribution Upon Death**

. Notwithstanding Section 6.01, if a Participant dies before the distribution of his entire Plan Year Balance and Employer Contributions Balance, his remaining Plan Year Balance and Employer Contributions Balance shall be distributed to his Beneficiary in a single lump sum payment no later than December 31 of the first year following the calendar year of his death; provided, however, this sentence shall not result in the deferral of any amount otherwise payable under the Plan; and provided further that, if the Administrator does not receive notice of the Participant's death and distribution under this Section 6.01 therefore does not occur at the time specified herein, no breach of the Plan shall be deemed to have occurred.

#### **Section 1.0d Distribution on Account of Unforeseeable Emergency**

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. Notwithstanding Section 6.01, if a Participant demonstrates to the satisfaction of the Administrator that he has incurred an Unforeseeable Emergency, the amount reasonably necessary to satisfy the emergency need (including any amounts necessary to pay any income taxes or penalties reasonably anticipated to result from the distribution), as determined by the Administrator, shall be distributed to him from his Plan Year Balances as soon as administratively feasible after the Administrator's decision; provided that, in determining whether an Unforeseeable Emergency has been incurred and the amount reasonably necessary to satisfy the emergency need, the Administrator shall comply with the requirements of Section 409A and Treasury Regulation Section 1.409A-3(i)(3). If the Administrator grants a request for withdrawal pursuant to this Section, it shall prospectively cancel the Participant's existing deferral elections, and it shall take into account the additional compensation that is available as a result of the cancellation of those elections in determining the amount reasonably necessary to satisfy the Participant's emergency need. The Employer Contributions Balance shall not be available for an unforeseeable emergency withdrawal.

#### **Section 1.0e Distribution of Pre-Effective Date Deferred Amounts on Account of Change of Control**

. Notwithstanding Section 6.01, if a Change of Control occurs with respect to a Participant, the Participant's remaining Plan Year Balances that were deferred pursuant to deferral elections in effect prior to the Effective Date shall be distributed to him in a single lump sum payment on the date of such Change of Control or as soon as administratively feasible (and not more than 30 days) thereafter; provided, however, this sentence shall not result in the deferral of any amount otherwise payable under the Plan.

#### **Section 1.0f Delay in Payment for Specified Employees**

. Notwithstanding any provision of this Plan to the contrary, to the extent required by Code Section 409A(a)(2)(B)(i), distributions to a Participant who is a Specified Employee on account of his Termination of Employment for any reason other than death shall be delayed until the earliest date permitted by such section. Payments delayed pursuant to the preceding sentence shall be increased by deemed earnings, as determined pursuant to Section 5.05, to the date on which such payments are processed.

#### **Section 1.0g Designating a Beneficiary**

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(i) The Participant may designate a Beneficiary only by completing the online designation or other process required by the Administrator for a Beneficiary designation during his life; provided that the beneficiary designation in effect under the Prior Plan for a Filtration Employee shall be honored as if made hereunder on the Effective Date. The Participant's proper completion of the process to designate a Beneficiary in accordance with the Administrator's requirements shall cancel all prior Beneficiary designations. If the Participant does not designate a Beneficiary, or if all properly designated Beneficiaries die before the Participant, then the Participant's Beneficiary shall be his Spouse, if living at the time of the Participant's death, or if his Spouse is not then living, the individual(s), if any, named as the Participant's beneficiary under his Employer-provided group life insurance program, who are living at the time of the Participant's death or, if no such beneficiaries are then living or the Participant is not covered by an Employer-provided group life insurance program, the Participant's estate.

(ii) Except to the extent the Participant's Beneficiary is the individual named as the Participant's beneficiary under his Employer-provided group life insurance program pursuant to the preceding paragraph and such program otherwise provides, the following rules shall determine the apportionment of payments due under the Plan among Beneficiaries in the event of the Participant's death:

- (1) If any Beneficiary designated by the Participant as a "Direct Beneficiary" dies before the Participant, his interest and the interest of his heirs in any payments under the Plan shall terminate and the percentage share of the

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remaining Beneficiaries designated as Direct Beneficiaries shall be increased on a pro rata basis. If no such Beneficiary survives the Participant, then the Participant's entire interest in the Plan shall pass to any Beneficiary designated as a "Contingent Beneficiary."

- (2) If any Beneficiary designated by the Participant as a "Contingent Beneficiary" dies before the Participant, his interest and the interest of his heirs in any payments under the Plan shall terminate and the percentage share of the remaining Beneficiaries designated as Contingent Beneficiaries shall be increased on a pro rata basis.
- (3) If any Beneficiary dies after the Participant, but before payment is made to such Beneficiary, then the payment shall be made to the Beneficiary's estate.

### **ARTICLE 7 ADMINISTRATION OF PLAN**

#### **Section 1.0a Powers and Responsibilities of the Administrator**

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(i) The Administrator shall have full responsibility and discretionary authority to control and manage the operation and administration of the Plan. The Administrator is authorized to accept service of legal process on behalf of the Plan. To the fullest extent permitted by applicable law, any action taken by the Administrator pursuant to a reasonable interpretation of the Plan shall be binding and conclusive on all persons claiming benefits under the Plan, except to the extent that a court of competent jurisdiction determines that such action was arbitrary or capricious.

(ii) The Administrator's discretionary powers include, but are not limited to, the following:

- (1) to interpret Plan documents, decide all questions of eligibility, determine whether a Participant has Terminated Employment, determine the amount, manner, and timing of distributions under the Plan, and resolve any claims for benefits;
- (2) to prescribe procedures to be followed by a Participant, Beneficiary, or other person applying for benefits;
- (3) to appoint or employ persons to assist in the administration of the Plan and any other agents as it deems advisable;
- (4) to adopt such rules as it deems necessary or appropriate; and
- (5) to maintain and keep adequate records concerning the Plan, including sufficient records to determine each Participant's eligibility to participate and his interest in the Plan, and its proceedings and acts in such form and detail as it may decide.

#### **Section 1.0b Indemnification**

. The Company shall indemnify and hold harmless the Administrator, any person serving on a committee that serves as Administrator, and any officer, employee, or director of an Employer to whom any duty or power material nonpublic information relating to the administration of the Plan has been properly delegated from and against any cost, expense, or liability arising out of any act or omission in connection with the Plan, unless arising out of Company if such person's own fraud or bad faith.

#### **Section 1.0c Claims and Claims Review Procedure**

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(i) In general, distributions under the Plan will be made automatically as provided in Article VI and no Benefit Claim will be necessary for a Participant to receive distributions under the Plan. If a Participant or his designated Beneficiary believes he is entitled to a benefit under the Plan that is not provided, however, he may file a written Benefit Claim for payments under the Plan with the Administrator provided such claim is filed within 90 days of the date payments under the Plan are made or begin to be made, or the date the Participant or his designated Beneficiary believes payments should have been made, as applicable. All Benefit Claims must be made in accordance with procedures established by the Administrator from time to time. A Benefit Claim and any appeal thereof may be filed by the claimant or his authorized representative.

(ii) The Administrator shall provide the claimant with written or electronic notice of its approval or Denial of a properly filed Benefit Claim within 90 days after receiving the claim, unless special circumstances require an extension of the decision period. If special circumstances require an extension of the time for processing the claim, the initial 90-day period may be extended for up to an additional 90 days. If an extension is required, the Administrator shall provide written notice of the required extension before the end of the initial 90-day period, which notice shall (i) specify the circumstances requiring an extension and (ii) the date by which the Administrator expects to make a decision.

(iii) If a Benefit Claim is Denied, the Administrator shall provide the claimant with written or electronic notice containing (i) the specific reasons for the Denial, (ii) references to the applicable Plan provisions on which the Denial is based, (iii) a description of any additional material or information needed and why such material or information is necessary, and (iv) a description of the applicable review process and time limits.

(iv) A claimant may appeal the Denial of a Benefit Claim by filing a written appeal with the Administrator within 60 days after receiving notice of the Denial. The claimant's appeal shall be deemed filed on receipt by the Administrator. If a claimant does not file a timely appeal, the Administrator's decision shall be deemed final, conclusive, and binding on all persons.

(v) The Administrator shall provide the claimant with written or electronic notice of its decision on appeal within 60 days after receipt of the claimant's appeal request, unless special circumstances require an extension of this time period. If special circumstances require an extension of the time to process the appeal, the processing period may be extended for up to an additional 60 days. If an extension is required, the Administrator shall provide written notice of the required extension to the claimant before the end of the original 60-day period, which shall specify the circumstances requiring an extension and the date by which the Administrator expects to make a decision. If the Benefit Claim is Denied on appeal, the Administrator shall provide the claimant with written or electronic notice containing a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Benefit Claim, as well as the specific reasons for the Denial on appeal and references to the applicable Plan provisions on which the Denial is based. The Administrator's decision on appeal shall be final, conclusive, and binding on all persons, subject to the claimant's right to file a civil action pursuant to ERISA Section 502(a).

(vi) Notwithstanding the foregoing claims and appeals procedures, to avoid an additional tax on payments that may be payable under the Plan, a claimant must make a reasonable, good faith effort to collect any payment or benefit to which the claimant believes he is entitled hereunder no later than 90 days after the latest date upon which the payment could have been timely made pursuant to Code Section 409A, and if not paid or provided, must take further enforcement measures within 180 days after such latest date.

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## ARTICLE 8

### AMENDMENT AND TERMINATION

The Plan shall continue in force with respect to any Participant until the completion of any payments due hereunder. The Company may, however, at any time, amend the Plan to provide that no additional benefits shall accrue with respect to any Participant under the Plan following expiration of the Participant's irrevocable deferral election; provided, however, that no such amendment shall (i) deprive any Participant or Beneficiary of any benefit that accrued under the Plan before the adoption of such amendment; (ii) result in an acceleration of benefit payments in violation of Code Section 409A and the guidance thereunder; or (iii) result in any other violation of Code Section 409A or the guidance thereunder. The Company may also, at any time, amend the Plan retroactively or otherwise, if and to the extent that it deems such action appropriate in light of government regulations or other legal, tax or accounting requirements or, to the extent it determines that such amendment is not reasonably likely to have a material adverse impact on previously accrued benefits under the Plan, for any other reason.

## ARTICLE 9

### MISCELLANEOUS

#### Section 1.0a Obligations of Employer

. The Employer's only obligation hereunder shall be a contractual obligation to make payments to Participants or Beneficiaries entitled to benefits provided for herein when due, and only to the extent that such payments are not made from the Trust. Nothing herein shall give a Participant, Beneficiary, or other person any right to a specific asset of an Employer or the Trust, other than as a general creditor of the Employer.

#### Section 1.0b Employment Rights

. Nothing contained herein shall confer any right on a Participant to be continued in the employ of any Employer or affect the Participant's right to participate in and receive benefits under and in accordance with any pension, profit-sharing, incentive compensation, or other benefit plan or program of an Employer.

#### Section 1.0c Non-Alienation

. Except as otherwise required by a Domestic Relations Order, no right or interest of a Participant, Spouse, or other Beneficiary under this Plan shall be subject to voluntary or involuntary alienation, assignment, or transfer of any kind. Payments shall be made to an Alternate Payee to the extent provided in a Domestic Relations Order. To the extent permitted by Code Section 409A, payments pursuant to a Domestic Relations Order may be made in a lump sum and before the Participant's earliest retirement age (as defined by ERISA Section 206(d)(3)(E)(ii)).

#### Section 1.0d Tax Withholding

. The Employer or Trustee may withhold from any distribution hereunder amounts that the Employer or Trustee deems necessary to satisfy federal, state, or local tax withholding requirements (or make other arrangements satisfactory to the Employer or Trustee with regard to such taxes).

#### Section 1.0e Other Plans

. Amounts and benefits paid under the Plan shall not be considered compensation to the Participant for purposes of computing any benefits to which he may be entitled under any other pension or retirement plan maintained by an Employer.

#### Section 1.0f Liability of Affiliated Employers

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If any payment to be made under the Plan is to be made on account of a Participant who is or was employed by an Affiliated Employer, the cost of such payment shall be borne in such proportion as the Company and the Affiliated Employer agree.

This FILT Red, Inc. Deferred Compensation Plan has been approved by the Company's duly authorized officer, acting on behalf of the Company, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**FILT RED, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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#### **EXHIBIT 10.19**

#### **FILT RED, INC. DEFERRED COMPENSATION PLAN FOR NON-EMPLOYEE DIRECTORS**

Effective as of [\_\_\_\_], 2023

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**FILT RED, INC. DEFERRED COMPENSATION PLAN FOR  
NON-EMPLOYEE DIRECTORS**

**Article 1  
EFFECTIVE DATE; PURPOSE; FUNDING**

**Section 1.0a. Effective Date**

. FILT Red, Inc. is establishing this Deferred Compensation Plan for Non-Employee Directors of FILT Red, Inc. (this "Plan") effective [\_\_\_\_], 2023 (the "Effective Date").

**Section 1.0b. Purpose**

. The sole purpose of this Plan is to provide non-employee directors of the Company with an opportunity to defer Compensation from the Company in accordance with the terms and conditions set forth herein.

**Section 1.0c. Funding**

. The Company may adopt and maintain the Trust to hold assets for the provision of certain benefits under the Plan or other employer benefits. Assets of the Trust are subject to the claims of the Company's and any Affiliated Employer's general creditors, and no Participant shall have any interest in any assets of the Trust or the Company other than as a general creditor of the Company.

**Article 2  
DEFINITIONS AND INTERPRETATION**

**Section 1.0a. Definitions**

. When the first letter of a word or phrase is capitalized herein and the word or phrase is not otherwise defined, the word or phrase shall have the meaning specified below:

(i) "Administrator" means the Company's Benefits Policy Committee or such other person that the Board designates as Administrator. To the extent that the Administrator delegates a duty or responsibility to an agent, the term "Administrator" shall include such agent.

(ii) "Affiliated Employer" means (i) a member of a controlled group of corporations (as defined in Code Section 414(b)) of which the Company is a member or (ii) an unincorporated trade or business under common control (as defined in Code Section 414(c)) with the Company.

(iii) "Affirmation of Domestic Partnership" means a form or other means designated for use in affirming the relationship between a Participant and his Domestic Partner.

(iv) "Beneficiary" means the person or entity entitled to receive a Participant's death benefits under Section 7.05, if any, remaining after the Participant's death. A Participant's Beneficiary shall be determined as provided in Section 7.08.

(v) "Benefit Claim" means a request or claim for a benefit under the Plan, including a claim for greater benefits than have been paid.

(vi) "Board" or "Board of Directors" means the Company's Board of Directors or, where the context so permits, its designee.

(vii) "Cash Deferrals" means the cash portion of eligible Compensation deferred by a Director pursuant to the Plan.

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(viii) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute, including the regulations issued thereunder.

(ix) "Company" means FILT Red, Inc.

(x) "Compensation" means all fees, whether paid in cash, shares of the Company's common stock or other equity-based compensation, earned as a Director, and fees to be received for serving as a chairperson or member or for attending a meeting of a Board committee; provided, however, Compensation does not include any consulting fees earned by the Director.

(xi) "Deferred Cash Account" means the bookkeeping account established by the Company for a Participant under Section 5.01.

(xii) "Deferred Stock Account" means the bookkeeping account established by the Company for a Participant under Section 5.02.

(xiii) "Denial" or "Denied" means a denial, reduction, termination, or failure to provide or make payment (in whole or in part) of a Plan benefit.

(xiv) "Designated Distribution Date" means the date on which distribution of a Plan Year Balance is to commence as elected pursuant to Section 4.02(c) or Section 4.01(d), as applicable. Except as otherwise provided in Section 4.02 or permitted by the Administrator, a Participant's Designated Distribution Date must be a specified Semiannual Distribution Month occurring at least two years after the end of the calendar year for which the deferral is made.

(xv) "Designated Election" means, with respect to a Plan Year Balance, the payment schedule as elected pursuant to Section 4.02(b) or Section 4.01(d), as applicable.

(xvi) "Director" means a member of the Company's Board of Directors who is not an officer Member or employee of the Company.

(xvii) "Domestic Partner" means a person Company knows or is reckless in not knowing the recipient of the same or opposite sex (i) with whom gift would sell the Participant has a single, dedicated relationship and has shared the same permanent residence for at least six months, (ii) who is not married to another person or part of another domestic partner relationship and is at least age 18, (iii) who, with the Participant, is mutually responsible for the other's welfare, (iv) who, with the Participant, intends for their relationship to be permanent, (v) who is not so closely related to the Participant as to preclude marriage under state law, and (vi) for whom there is an Affirmation of Domestic Partnership on file with the Administrator. In determining whether the requirements of clauses (i) through (v) of the preceding sentence have been satisfied, the Administrator may rely on the Affirmation of Domestic Partnership filed with the Administrator.

(xviii) "Domestic Relations Order" has the meaning specified in Code Section 414(p)(1)(B).

(xix) "Participant" means a Director who agrees to make deferrals under the Plan and to be bound by the provisions of the Plan by means designated by the Administrator and who is, or whose Beneficiaries are, entitled to benefits under the Plan. Once an individual has become a Participant pursuant to the preceding sentence, he shall remain a Participant until his entire benefit under the Plan has been distributed.

(xx) "Payment Year" means a Director's annual term of service, which is the period beginning on the day after an annual shareholders meeting of the Company and ending on the date of the subsequent year's annual shareholders meeting; provided that the first Payment Year under this Plan shall mean the period from the date of the Company's initial public offering until the Company's first annual shareholders meeting.

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(xxi) "Plan" means the "FILT Red, Inc. Deferred Compensation Plan for Non-Employee Directors," as set out in this document and as it may be amended from time to time.

(xxii) "Plan Year Balance" means, with respect to a Participant, the bookkeeping account established to reflect the portion of his Deferred Cash Account or Deferred Stock Account attributable to a specific Payment Year. Where the context permits, "Plan Year Balance" also means the amount credited to such bookkeeping account.

(xxiii) "Semiannual Distribution Month" means April or October.

(xxiv) "Spouse" means, as of the date of a Participant's death, (i) the person to whom the Participant is married in accordance with applicable law of the jurisdiction in which the Participant resides, or (ii) in the case of a Participant not described in clause (i), the Participant's Domestic Partner.

(xxv) "Stock Deferrals" means the equity-based portion of eligible Compensation deferred by a Director pursuant to the Plan.

(xxvi) "Terminates Service," "Termination of Service," or any variation thereof refers to a separation from service within the meaning of Code Section 409A(a)(2)(A) (i) for a reason other than the Director's death.

(xxvii) "Trust" means any grantor trust established by the Company to hold assets for the provision of certain benefits under the Plan or other employer benefits.

(xxviii) "Trustee" means the Trustee of the Trust.

(xxix) "Unforeseeable Emergency" means any of (i) a severe financial hardship to the Participant, the Participant's spouse, the Participant's Beneficiary or the Participant's dependent; (ii) loss of the Participant's property due to casualty; or (iii) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, which creates an emergency financial need for the Participant.

#### **Section 1.0b. Rules of Interpretation.**

(i) The Plan is intended to comply with Code Section 409A, and it shall be interpreted and administered in accordance with such intent. Except as provided in the preceding sentence or as otherwise expressly provided herein, the Plan shall be construed, enforced, and administered, and the validity thereof determined, in accordance with the internal laws of the State of Delaware without regard to conflict of law principles, and the following provisions of this Section.

(ii) Words used herein in the masculine shall be construed to include the feminine, where appropriate, and vice versa, and words used herein in the singular or plural shall be construed to include the plural or singular, where appropriate.

(iii) Headings and subheadings are used for convenience of reference only and shall not affect the interpretation of any provision hereof.

(iv) If any provision of the Plan shall be held to violate the Code or be illegal or invalid for any other reason, that provision shall be deemed modified to the minimum extent needed to so comply, or if modification is not possible, null and void, but the invalidation of that provision shall not otherwise affect the Plan.

(v) Reference to any provision of the Code or other law shall be deemed to include a reference to the successor of such provision.

### **Article 3** **PARTICIPATION**

#### **Section 1.0a. Commencement of Participation**

. The Board or its designee shall provide each Director with a copy or summary of the Plan and the forms needed to make Cash Deferrals or Stock Deferrals under the Plan. Any such Director shall become a Participant only after completing online enrollment or taking such other action as the Board may prescribe.

#### **Section 1.0b. Cessation of Participation**

. A Participant shall continue to be eligible to make deferrals under the Plan until the Participant ceases to be an eligible Director. Termination of participation shall be effective as of the date on which the Director both Terminates Service and his entire interest in the Plan has been distributed.

### **Article 4** **ELECTIONS TO DEFER**

#### **Section 1.0a. General Provisions.**

(i) A Director who becomes newly eligible to participate in the Plan may elect, within the first thirty (30) days of becoming eligible, to defer his or her Compensation attributable to services performed for the balance of the Payment Year following such election. All elections pursuant to this Article IV shall be made by the means designated by the Administrator, which may include completion of an online form or other means.

(ii) Before December 31 of any year, an incumbent Director may elect to defer all or a portion of his Compensation for services as a Director during the immediately following Payment Year, in which case the elected deferrals shall be deferred and credited to a Plan Year Balance for such Payment Year established pursuant to the terms of the Plan. Unless otherwise determined by the Administrator, such election shall apply solely to the Compensation earned during the immediately following Payment Year and shall not automatically carry over to subsequent Payment Years.

(iii) A Participant may change the Designated Distribution Date and/or Designated Election for a Plan Year Balance only by the means designated by the Administrator, which may include completion of an online form or other means; provided that such change also meets the following requirements: the Participant's election change shall (i) not be effective until 12 months after it is made, (ii) be valid only if it defers the payment of the relevant Plan Year Balance for a period of not less than five years from the date it otherwise would have been made, and (iii) if the election relates to a payment at a specified time or pursuant to a specified schedule, be valid only if it is made at least 12 months before the date the payment is scheduled to be paid.

(iv) A Participant may change the investment option(s) stipulated for crediting earnings on his or her Plan Year Balances pursuant to Article VI of the Plan and such procedures as are prescribed by the Administrator.

(v) A Participant may change his or her designation of Beneficiary(ies) at any time pursuant to Section 7.08.

#### Section 1.0b. Elections

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. A Director may make an election to defer amounts for a specific Payment Year under the Plan by online enrollment or taking such other action as the Administrator may prescribe within the applicable time as specified in Section 4.01 above. A completed election shall stipulate:

(i) The percentage of the cash portion of eligible Compensation and the common stock or other equity-based portion of eligible Compensation to be deferred for such Payment Year.

(ii) The method of distribution of the applicable Plan Year Balance. The Participant may elect to receive payment of his Plan Year Balance in either (i) one lump sum payment or (ii) a specified number of annual installments, not to exceed 10.

(iii) The date on which distribution of the applicable Plan Year Balance is to commence, subject to the provisions of Article VII.

(iv) The optional rate(s) for crediting earnings on Cash Deferrals for such Payment Year.

### Article 5 PLAN YEAR BALANCES

#### Section 1.0a. Establishment of Deferred Cash Accounts

. At the time of a Participant's initial election to make Cash Deferrals pursuant to Article IV, the Company shall establish a bookkeeping account (known as the Deferred Cash Account) for such Participant to record his interest under the Plan attributable to Cash Deferrals. Cash Deferrals made by a Participant for a Payment Year shall be credited to the Plan Year Balance for such Payment Year in the Deferred Cash Account when such cash would otherwise be paid, and the Deferred Cash Account shall be adjusted as provided in Article VI.

#### Section 1.0b. Establishment of Deferred Stock Account

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(i) At the time of a Participant's initial election to make Stock Deferrals pursuant to Article IV, the Company shall establish a bookkeeping account (known as the Deferred Stock Account) for such Participant to record his interest under the Plan attributable to Stock Deferrals. Stock Deferrals made by a Participant for a Payment Year (rounded up to the next whole share) shall be credited to the Plan Year Balance for such Payment Year in the Deferred Stock Account when such Stock Deferrals would otherwise be paid. Any part of the stock or other equity-based portion of a Director's Compensation not covered by a Stock Deferral election shall be paid to the Director in accordance with the terms of the FILT Red, Inc. 2022 Omnibus Incentive Plan (or any successor plan thereto) and the applicable award thereunder.

(ii) The Deferred Stock Account shall also be credited with an amount equivalent to the dividends that would have been paid on an equal number of outstanding shares of the Company's common stock then credited to, or subject to units credited to, the Participant's Deferred Stock Account. Such amount shall be credited as of the payment date of such dividend and converted into an additional number of whole and partial deferred shares or units as of such date (based on the closing price of the Company's common stock as of the payment date). Such additional deferred shares shall thereafter be treated in the same manner as any other shares or units credited to the Participant's Deferred Stock Account.

(iii) Plan Year Balances that are part of the Deferred Stock Account may not be allocated into other available investment options under the Plan.

(iv) The number and kinds of shares or units standing to the credit of a Participant's Deferred Stock Account shall be appropriately adjusted from time to time, as determined by the Administrator in its discretion, in the event of changes in the Company's outstanding common

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stock by reason of stock dividends, stock splits, spinoffs, or other distributions of assets (other than normal cash dividends), recapitalizations, reorganizations, mergers, consolidations, combinations, exchanges, or other relevant changes in the Company's corporate structure or capitalization. Notwithstanding the foregoing, if the Company shall subdivide the shares of common stock or the Company shall declare a dividend payable in shares of common stock, and if no action is taken by the Administrator, then the adjustments contemplated by this subsection (d) that are proportionate shall nevertheless automatically be made as of the date of such subdivision of the shares or dividend in shares.

## Article 6

### ADJUSTMENTS TO DEFERRED CASH ACCOUNTS

As of the end of each business day, the Company shall credit the Participant's Deferred Cash Account with an earnings factor. The earnings factor will equal the amount the Participant's Deferred Cash Account would have earned if it had been invested in the investment options determined from time to time by the Company. The Participant is permitted to select the investment option(s) used to determine the earnings factor and may change the selection at such times as may be prescribed by the Administrator. The Participant may choose more than one investment option in such minimum increments as are prescribed by the Administrator. The Company reserves the right to change or amend any of the investment options at any time. The Company is under no obligation to acquire or provide any of the investments designated by a Participant, and any investments actually made by the Company will be made solely in the name of the Company and will remain the property of the Company. The crediting of an earnings factor shall occur so long as there is a balance in the Participant's Deferred Cash Account, regardless of whether the Participant has Terminated Service.

## Article 7

### PAYMENT OF DEFERRED AMOUNTS

#### Section 1.0a. Timing of Payments

Each Plan Year Balance within a Participant's Deferred Cash Account and Deferred Stock Account shall be paid (or commence distribution, if paid in installments) to the Participant (or the Participant's Beneficiary, if the Participant is deceased) on the earliest to occur of the following:

- (i)the Participant's death as described in Section 7.05;
- (ii)the first business day of the Semiannual Distribution Month following the Participant's Termination of Service; or
- (iii)the Designated Distribution Date for the Plan Year Balance (if elected by the Participant pursuant to Section 4.02).

#### Section 1.0b. Form of Payment

All distributions from a Participant's Deferred Cash Account shall be paid in cash. All distributions from a Participant's Deferred Stock Account shall be paid in shares of Company common stock (other than any fractional share, which shall be paid in cash) and such shares shall be issued under, and subject to, the FILT Red, Inc. 2022 Omnibus Incentive Plan (or a successor plan thereto).

#### Section 1.0c. Amount of Installment Payments.

(i)The amount of each annual cash installment from a Plan Year Balance within a Participant's Deferred Cash Account or a Participant's Deferred Stock Account shall be determined by dividing the credit balance in such Plan Year Balance as of the last business day of the month immediately preceding the distribution date by the number of installments then

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remaining unpaid (including the installment for which the calculation is being made). The credit balance in the Plan Year Balance within the Participant's Deferred Cash Account or Deferred Stock Account shall be reduced by the amount of each distribution out of such Account.

(ii) The number of shares distributed in each annual installment from a Plan Year Balance within a Participant's Deferred Stock Account (to the extent allocated to stock units) shall be determined by dividing the number of stock units in such Plan Year Balance as of the last business day of the month immediately preceding the distribution date by the number of installments then remaining unpaid (including the installment for which the calculation is being made), with any fractional share paid in cash. The number of stock units in the Plan Year Balance within the Participant's Deferred Stock Account shall be reduced by the number of shares included in each installment.

#### Section 1.0d. Small Amounts

. Notwithstanding anything to the contrary herein, if, at the time of the Participant's separation from service, the Participant's entire interest in the Plan, together with any amounts deferred by the Participant under any other arrangements aggregated with the Plan under Treas. Reg. s. 1.409A-1(c)(2), are of less value (determined on the basis of the closing price of the Company's common stock, in the case of any Deferred Stock Account) in total than the applicable dollar amount under Code Section 402(g)(1)(B) for the year, then the Administrator may pay out the Participant's entire interest in the Plan and such other arrangements in a single lump sum at such time.

#### Section 1.0e. Death Benefits

. Notwithstanding anything to the contrary herein, in the event of the Participant's death, payment of the entire balance in the Participant's Deferred Cash Account and Deferred Stock Account shall be made to the Participant's designated Beneficiary(ies) in a single lump sum payment by no later than December 31 of the first year following the calendar year of the Participant's death.

#### Section 1.0f. Payments on Account of Unforeseeable Emergency

. Notwithstanding anything to the contrary in Section 7.01, if a Participant demonstrates to the satisfaction of the Chairman of the Board and the Chair of the Compensation Committee of the Board (together, the "Chairs") that he or she has incurred an Unforeseeable Emergency, the amount reasonably necessary to satisfy the emergency need (including any amounts necessary to pay any income taxes or penalties reasonably anticipated to result from the distribution), as determined by the Chairs, shall be distributed to the Participant as soon as administratively feasible after the decision of the Chairs; provided that, in determining whether an Unforeseeable Emergency has been incurred and the amount reasonably necessary to satisfy the emergency need, the Chairs shall comply with the requirements of Section 409A and Treasury Regulation Section 1.409A-3(i)(3). If the Chairs grant a request for withdrawal pursuant to this Section, the Administrator shall prospectively cancel the Participant's existing deferral elections, and the Chairs shall take into account the additional compensation that is available as a result of the cancellation of those elections in determining the amount reasonably necessary to satisfy the Participant's emergency need.

#### Section 1.0g. Designating a Beneficiary

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(i) The Participant may designate a Beneficiary only by completing the online designation or other process required by the Administrator for a Beneficiary designation during his life. The Participant's proper completion of the process to designate a Beneficiary in accordance with the Administrator's requirements shall cancel all prior Beneficiary designations. If the Participant does not designate a Beneficiary, or if all properly designated Beneficiaries die before the

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Participant, then payment of the balance in the Participant's Deferred Cash Account and Deferred Stock Account shall be made to the Participant's estate in the event of the Participant's death.

(ii) The following rules shall determine the apportionment of payments due under the Plan among Beneficiaries in the event of the Participant's death:

- (1) If any Beneficiary designated by the Participant as a "Direct Beneficiary" dies before the Participant, his or her interest and the interest of his or her heirs in any payments under the Plan shall terminate and the percentage share of the remaining Beneficiaries designated as Direct Beneficiaries shall be increased on a pro rata basis. If no such Beneficiary survives the Participant, the Participant's entire interest in the Plan shall pass to any Beneficiary designated as a "Contingent Beneficiary."
- (2) If any Beneficiary designated by the Participant as a "Contingent Beneficiary" dies before the Participant, his or her interest and the interest of his or her heirs in any payments under the Plan shall terminate and the percentage share of the remaining Beneficiaries designated as Contingent Beneficiaries shall be increased on a pro rata basis.

(3) If any Beneficiary dies after the Participant, but before payment is made to such Beneficiary, then the payment shall be made to the Beneficiary's estate.

## Article 8

### ADMINISTRATION OF PLAN

#### Section 1.0a. Powers and Responsibilities of the Administrator.

(i) The Administrator shall have full responsibility and discretionary authority to control and manage the operation and administration of the Plan. The Administrator is authorized to accept service of legal process on behalf of the Plan. To the fullest extent permitted by applicable law, any action taken by the Administrator pursuant to a reasonable interpretation of the Plan shall be binding and conclusive on all persons claiming benefits under the Plan, except to the extent that a court of competent jurisdiction determines that such action was arbitrary or capricious.

(ii) The Administrator's discretionary powers include, but are not limited to, the following:

- (1) to interpret Plan documents, decide all questions of eligibility, determine whether a Participant has Terminated Service, determine the amount, manner, and timing of distributions under the Plan, and resolve any claims for benefits;
- (2) to prescribe procedures to be followed by a Participant, Beneficiary, or other person applying for benefits;
- (3) to appoint or employ persons to assist in the administration of the Plan and any other agents as it deems advisable;
- (4) to adopt such rules as it deems necessary or appropriate; and
- (5) to maintain and keep adequate records concerning the Plan, including sufficient records to determine each Participant's

eligibility to participate and his interest in the Plan, and its proceedings and acts in such form and detail as it may decide.

#### Section 1.0b. Indemnification

. The Company shall indemnify and hold harmless the Administrator, any person serving on a committee that serves as Administrator, and any officer, employee, or director of the Company or any Affiliated Employer to whom any duty or power relating to the administration of the Plan has been properly delegated from and against any cost, expense, or liability arising out of any act or omission in connection with the Plan, unless arising out of such person's own fraud or bad faith.

#### Section 1.0c. Claims and Claims Review Procedure.

(i) All Benefit Claims must be made in accordance with procedures established by the Administrator from time to time. A Benefit Claim and any appeal thereof may be filed by the claimant or his authorized representative.

(ii) The Administrator shall provide the claimant with written or electronic notice of its approval or Denial of a properly filed Benefit Claim within 90 days after receiving the claim, unless special circumstances require an extension of the decision period. If special circumstances require an extension of the time for processing the claim, the initial 90-day period may be extended for up to an additional 90 days. If an extension is required, the Administrator shall provide written notice of the required extension before the end of the initial 90-day period, which notice shall (i) specify the circumstances requiring an extension and (ii) the date by which the Administrator expects to make a decision.

(iii) If a Benefit Claim is Denied, the Administrator shall provide the claimant with written or electronic notice containing (i) the specific reasons for the Denial, (ii) references to the applicable Plan provisions on which the Denial is based, (iii) a description of any additional material or information needed and why such material or information is necessary, and (iv) a description of the applicable review process and time limits.

(iv) A claimant may appeal the Denial of a Benefit Claim by filing a written appeal with the Administrator within 60 days after receiving notice of the Denial. The claimant's appeal shall be deemed filed on receipt by the Administrator. If a claimant does not file a timely appeal, the Administrator's decision shall be deemed final, conclusive, and binding on all persons.

(v) The Administrator shall provide the claimant with written or electronic notice of its decision on appeal within 60 days after receipt of the claimant's appeal request, unless special circumstances require an extension of this time period. If special circumstances require an extension of the time to process the appeal, the

processing period may be extended for up to an additional 60 days. If an extension is required, the Administrator shall provide written notice of the required extension to the claimant before the end of the original 60-day period, which shall specify the circumstances requiring an extension and the date by which the Administrator expects to make a decision. If the Benefit Claim is Denied on appeal, the Administrator shall provide the claimant with written or electronic notice containing a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Benefit Claim, as well as the specific reasons for the Denial on appeal and references to the applicable Plan provisions on which the Denial is based. The Administrator's decision on appeal shall be final, conclusive, and binding on all persons.

## Article 9

### AMENDMENT AND TERMINATION

The Plan shall continue in force with respect to any Participant until the completion of any payments due hereunder. The Company may, however, at any time, amend the Plan to

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provide that no additional benefits shall accrue with respect to any Participant under the Plan or otherwise; provided, however, that no such amendment shall (i) deprive any Participant or Beneficiary of any benefit that accrued under the Plan before the adoption of such amendment; (ii) result in an acceleration of benefit payments in violation of Code Section 409A and the guidance thereunder, or (iii) result in any other violation of Section 409A or the guidance thereunder. The Company may also, at any time, amend the Plan retroactively or otherwise, if and to the extent that it deems such action appropriate in light of government regulations or other legal, tax or accounting requirements or, to the extent it determines that such amendment is not reasonably likely to have a material adverse impact on previously accrued benefits under the Plan, for any other reason.

## Article 10

### MISCELLANEOUS

#### Section 1.0a. Obligations of the Company

. The only obligation of the Company or any Affiliated Employer hereunder shall be a contractual obligation to make payments to Participants, Spouses, or other Beneficiaries entitled to benefits provided for herein when due, and only to the extent that such payments are not made from the Trust.

#### Section 1.0b. Employment Rights

. Nothing contained herein shall confer any right on a Participant to be continued in the service of the Company or affect the Participant's right to participate in and receive benefits under and in accordance with any pension, profit-sharing, incentive compensation, or other benefit plan or program of the Company or any Affiliated Employer.

#### Section 1.0c. Non-Alienation

. Except as otherwise required by a Domestic Relations Order, no right or interest of a Participant, Spouse, or other Beneficiary under this Plan shall be subject to voluntary or involuntary alienation, assignment, or transfer of any kind.

#### Section 1.0d. Tax Withholding

. The Company or the Trustee may withhold from any distribution hereunder amounts that the Company or the Trustee deems necessary to satisfy federal, state, or local tax withholding requirements (or make other arrangements satisfactory to the Company or Trustee with regard to such taxes).

#### Section 1.0e. Other Plans

. Amounts and benefits paid under the Plan shall not be considered compensation to the Participant for purposes of computing any benefits to which he may be entitled under any other pension or retirement plan maintained by the Company or any Affiliated Employer.

#### Section 1.0f. Liability of Affiliated Employers

. If any payment to be made under the Plan is to be made on account of a Participant who is or was employed by an Affiliated Employer, the cost of such payment shall be borne in such proportion as the Company and the Affiliated Employer agree.

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This FILT Red, Inc. Deferred Compensation Plan for Non-Employee Directors has been approved by the Company's duly authorized officer, acting on behalf of the Company, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**FILT RED, INC.**

By:

Name:

Title:

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**EXHIBIT 10.20**

**FILT RED, INC. EXECUTIVE SEVERANCE PLAN**

**Effective \_\_\_\_\_, 2022**

1. **Purpose.** The purpose of the Plan is to provide certain executives and other key employees of the Company with certain compensation and benefits as set forth herein in the event such employee's employment with the Company or a Subsidiary is terminated in certain circumstances.
2. **Definitions.** In addition to other terms defined elsewhere herein, the following terms shall have the following meanings, such meanings to be equally applicable to both the singular and plural forms of the terms defined.
  - a. "Affiliate" means (i) any entity that, directly or indirectly, is controlled by, controls or is under common control with, the Company and/or (ii) any entity in which the Company has a significant equity interest, in either case as determined by the Board.
  - b. "Annual Base Salary" means the Participant's rate of annual base salary as in effect immediately prior to the date of Termination.
  - c. "Annual Bonus" means the performance-based cash bonus awarded such information. Such a situation can arise with gifts of securities to charities, which are often required by their policies to sell securities soon after a Participant with respect to a fiscal year of the Company.
  - d. "Chief Executive Officer" means the Chief Executive Officer of the Company designated as such by the Board from time to time.
  - e. "Code" means the Internal Revenue Code of 1996, as amended. Any reference to a specific provision of the Code includes any successor provision and the regulations promulgated under such provision.
  - f. "Officer" means any "officer," as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934 provides a defense from insider trading liability. To be eligible to rely on this defense, a person must enter into a Trading Plan for transactions in Company securities that meets certain conditions specified in the rule. If the plan meets the requirements of Rule 10b5-1, Company securities may be purchased or sold without regard to certain insider trading restrictions. 2. To comply with this policy, a Trading Plan must be approved by the Corporate Secretary and meet the requirements of Rule 10b5-1. 3. In general, a Trading Plan must be entered into in good faith at a time when the person entering into the plan is not aware of material nonpublic

INSIDER TRADING POLICY ATTMUS FILTRATION CORE POLICY RESTRICTED CONFIDENTIAL Page 6 of 10 Information regarding the Company. 4. Rule 10b5-1 (i) requires a person (other than a Board Member, an executive officer of the Company) to wait to begin trading under a Trading Plan until 30 days after the adoption of the plan, (ii) generally prohibits a person from having more than one plan in place at the same time and (iii) restricts persons from relying on a single-trade plan more than once during any 12-month period. 5. Once the Trading Plan is adopted, the person must act in good faith with respect to the Trading Plan and not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the date of the trade. The Trading Plan must either specify the amount, pricing and timing of transactions in advance or delegate discretion on these matters to an independent third party. 6. Additional requirements with respect to Trading Plans for Board Members and executive officers, including a longer waiting period, are described herein. 2. The following are special rules for officers and Board Members. A. Trading in Company securities must not occur during a Blackout Period. 1. Officers, Board Members and Restricted Parties are subject to four Blackout Periods each year. The Blackout Periods can be found on the Ethics and Compliance internal site. 2. Officers, Board Members and Restricted Parties can only trade in Company securities during pre-designated open trading windows. Officers, Board Members and Restricted Parties must contact the Corporate Secretary or Chief Legal



INSIDER TRADING POLICY ATMUS FILTRATION CORE POLICY RESTRICTED CONFIDENTIAL Page 7 of 10 compliance with applicable SEC reporting requirements. 4. The Company prohibits officers and Board Members from engaging in hedging transactions of any kind with respect to Company securities and from holding Company securities in a margin account. Additionally, officers and Board Members may neither maintain nor enter into any arrangement that, directly or indirectly, involves the pledge of Company securities or other use of Company securities as amended, collateral for a loan. 5. Officers and Board Members must not trade in Company securities during a pension fund blackout period. A "pension fund blackout period" refers to a period of more than three consecutive business days during which employee participants in Company-sponsored individual account retirement plans are prohibited from engaging in investment account transactions involving Company securities. B. Officers and Board Members may implement a Trading Plan. 1. Officers and Board Members wishing to implement or modify a Trading Plan must:  pre-clear the Trading Plan or modification to a Trading Plan with the Corporate Secretary or Chief Legal Counsel during an open trading window;  use an independent brokerage firm designated by the Company;  certify that they are (a) not aware of any material, nonpublic information about the Company and (b) adopting the Trading Plan in good faith, and not as a scheme to evade the prohibitions of Rule 10b-5;  provide prompt notification of any other executive who reports directly adoption, modification or termination of a Trading Plan to the Chief Executive Officer.

- g. "Participant" shall have Corporate Secretary;  for Board Members and executive officers, wait to make any trades under the meaning given in Section 3.
- h. "Trading Plan Administrator" means until the Talent Management and Compensation Committee later of (i) 90 days after the adoption of the Board of Directors Trading Plan or (ii) two business days following the disclosure of the Company's financial results in a Form 10-Q or Form 10-K relating to the quarter in which the Trading Plan was adopted, subject to a maximum of 120 days after adoption of the Trading Plan; and  for officers who are not executive officers, wait to make any trades under the Trading Plan until 30 days after the adoption of the Trading Plan. 2. Officers and Board Members who have a Trading Plan in place must not:

i. "Release" means a separation

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INSIDER TRADING POLICY ATMUS FILTRATION CORE POLICY RESTRICTED CONFIDENTIAL Page 8 of **employment agreement** 10  have more than one Trading Plan in place at the same time, unless compliant with Rule 10b5-1 and general release, in the form as provided expressly approved by the **Company**, Corporate Secretary;  make any trades outside the Trading Plan during the period for which **may** the Trading Plan is effective; and  include provisions obligating more than 500,000 shares or options in any single trading plan unless an exception has been approved by the **Participant** to Chair of the Compensation Committee. 3. The Corporate Secretary or Chief Legal Counsel will comply with covenants any applicable U.S. Securities and Exchange Commission ("SEC") disclosure requirements regarding confidentiality, non-solicitation, non-competition, the implementation of a new Trading Plan. 4. Transactions effected pursuant to a pre-cleared Trading Plan will not require further pre-clearance at the time of the transaction if the Trading Plan specifies the dates, prices and **non-disparagement**.

- j. "Severance Benefits" means amounts of the **payments** contemplated trades, or establishes a formula for determining their dates, prices and **benefits** described amounts. 5. Completed transactions under a Trading Plan must be reported immediately to the Corporate Secretary or Chief Legal Counsel to ensure compliance with applicable SEC reporting requirements. 6. Trading plans may only be terminated for "hardship" reasons or in Section 4.
- k. "Severance Period" means (i) in the case of other exceptional circumstances, as determined by the Chief Executive Officer, the Chief Financial Officer, or Chief Legal Counsel. If a plan is terminated under this section, the Officer or Board Member may not enter another plan for a period of twenty-four (24) months following six months. The Corporate Secretary or Chief Legal Counsel will comply with any applicable SEC disclosure requirements regarding the date of Termination, and (ii) in the case of all other Participants, a period of twelve (12) months following the date of Termination.
- l. "Subsidiary" means any entity in which the Company, directly or indirectly, possesses fifty percent (50%) or more of the total combined voting power of all classes of stock or other equity.
- m. "Termination" means a termination of **employment** from the a Trading Plan. 7. The Company and its Affiliates, **provided** such termination also constitutes **may** modify, suspend or terminate a "separation from service" within the meaning of Code Section 409A.
- n. "Termination for Cause" means a Termination due to any of the following: (i) a material violation of the provisions of any **employment agreement**, non-competition agreement, confidentiality agreement, or similar agreement with the Company or an Affiliate, or the Company's or an Affiliate's code of ethics or other policy governing the Participant's conduct, as then in effect; (ii)

conduct rising to the level of gross negligence or willful misconduct in the course of employment with the Company or an Affiliate, or the Participant's refusal to perform the duties and responsibilities of the Participant's job; (iii) any conduct that does, or is reasonably likely to, bring the Company or an Affiliate negative publicity or cause financial or reputational harm to the Company or an Affiliate; (iv) commission of an act of dishonesty or disloyalty involving the Company or an Affiliate, including but not limited to theft of Company or Affiliate property; (v) violation of any federal, state or local law in connection with the Participant's employment or service; (vi) breach of any fiduciary duty to the Company or an Affiliate; (vii) embezzlement, misappropriation or fraud, whether or not related to the Participant's employment or service; or (viii) the Participant's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude.

- o. "Termination Without Cause" means a Termination initiated by the Company or a Subsidiary other than a Termination for Cause.
3. **Eligibility.** "Participants" in this **Trading Plan** shall consist of the Chief Executive Officer, all other individuals who are Officers, and any other individual who is approved for participation hereunder by the Plan Administrator.
4. **Severance Benefits.** In the event of a Participant's Termination Without Cause, *provided* the Participant has complied with the obligations set forth in Section 5, the Company shall:
  - a. **During the Severance Period:**
    - i. continue to pay the Participant's Base Salary in accordance with the Company's regular payroll schedule for similarly-situated employees; *provided* that, while the effectiveness of the Release is pending, payments shall be suspended, and such suspended amounts shall be accumulated and paid (without interest) on the first pay date that occurs following the date such Release becomes effective;
    - ii. continue the coverage of the Participant (and the Participant's eligible dependents) under the Company's group health plans, subject to the Participant's timely payment of contributions required at the same rate as is charged to active employees for the same coverage. This period of post-termination coverage shall count as COBRA coverage;
    - iii. pay the cost of outplacement services for the Participant at the outplacement agency that the Company regularly uses for such purpose or, provided the Chief Human Resources Officer of the Company provides prior approval, at an outplacement agency selected by the Participant; and
    - iv. continue to cover the Participant under the Company's financial counselling program as in effect for similarly-situated executives.
  - b. Pay the Participant's Annual Bonus that was earned for the year prior to the year of the Participant's Termination, if not yet paid, at the same time that such bonus is payable to other Company executives; and
  - c. Pay the Participant's Annual Bonus for the year in which the Termination occurs, to the extent earned based on the level of achievement of the performance goals established for such year, but pro-rated to reflect the number of days in the year the Participant was employed; such amount to be paid at the same time that such bonus, if any, is payable to other Company executives.

For the avoidance of doubt, in the event of a Participant's Termination for Cause **significant corporate event**, such as a merger, acquisition, securities offering or separation from employment for any reason other than a Termination Without Cause, no payments or other benefits shall be provided under the Plan.

5. **Conditions for Severance Pay** **significant legal/regulatory matter**, and **Benefits**. A Participant's right to receive the Severance Benefits is expressly conditioned on the occurrence of the following:
  - a. **Execution** as approved by the Participant Chief Executive Officer, Chief Financial Officer, or Chief Legal Counsel. 8. In the event of major corporate transactions or developments, the **Release** by Corporate Secretary, Chief Legal Counsel and Chief Financial Officer will evaluate potential plan trades to determine if any public disclosures are required.

INSIDER TRADING POLICY ATMUS FILTRATION CORE POLICY RESTRICTED CONFIDENTIAL Page 9 of 10 CONSEQUENCE FOR POLICY VIOLATION The penalties for insider trading violations are severe. Individuals may be subject to the deadline established by following consequences which may include but are not limited to:  the most serious disciplinary action, up to and including termination of employment;  civil penalties of up to three times the profit gained or loss avoided, injunctions, and forfeiture of profits; and/or  criminal penalties of up to \$5,000,000 and/or 20 years in prison for each violation. CONTACT FOR MORE INFORMATION For questions or concerns relating to this policy or to report possible violations, employees may contact:  The employee's supervisor  Ethics and Compliance Function  The Legal Function  Human Resources In addition to the

resources listed above, we can contact the Ethics Help Line. The Help Line is a 24-hour, toll-free hotline available to all employees and third parties anywhere the Company and, if applicable, non-revocation of does business to report suspected illegal or unethical activity. You can contact the Release during the period specified therein;

- b. Compliance Ethics Help Line by the Participant with all the terms and conditions of such Release;
- c. The Participant having complied with any confidentiality, non-solicitation, non-competition, and non-disparagement covenants in effect with the Company web or any Affiliate;
- d. The Participant satisfying the notice obligation described in Section 8; and
- e. phone at:  Web: ethics.cummins.com  Phone: 1-800-671-9600 (US)  For non-U.S. numbers, visit ethics.cummins.com You may raise your concerns anonymously where allowed by law. The Company does not become aware, following the Participant's Termination, of an act or omission of the Participant that would have been grounds for a Termination for Cause pursuant to Section 2(n)(i) through (vi).

If the Plan Administrator determines, in its sole discretion, that the Participant has not fully complied with the requirements of this Section 5, then the Company may discontinue the Severance Benefits, and may require the Participant, by providing the Participant with written notice of such repayment obligation, to repay any portion of the Severance Benefits already received under the Plan that were paid from and after the date of any such failure to comply. If the Company notifies a Participant that repayment of all or any portion of the Severance Benefits is required, then such amounts shall be repaid within thirty (30) calendar days of the date the written notice is sent. The remedy afforded the Company hereunder shall be in addition to, and not in place of, any other remedy, including injunctive relief, that the Company may have for a breach of any restrictive covenant agreement in effect with the Participant and/or the Release.

6. **Nonexclusivity of Rights.** This Plan is intended to supersede the provisions of any other severance plan or policy that specifically provides the same type or types of benefits as are described herein; *provided* that the provisions of the FILT Red, Inc. Executive Change of Control Severance Plan shall apply in lieu hereof during the Change of Control Protection Period, as defined in such plan. Amounts which are vested benefits or which a Participant is otherwise entitled to receive under any other plan, policy, practice or program of, or any contract or agreement with, the Company or any Affiliates which are not superseded by this Plan (including but not limited to rights under equity awards), shall be payable in accordance with such plan, policy, practice or program or contract or agreement.
7. **Offset; tolerate retaliation.** The Company shall have the right to offset from any payments due hereunder any amount that the Participant owes to the Company or any Affiliate, provided such offset does not violate Code Section 409A.
8. **Reduction or Discontinuance of Severance Benefits.** In no event shall a Participant be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Participant under any of the provisions of this Plan. Notwithstanding the foregoing, however, if the Participant does obtain other employment (including self-employment) or provides services as a director or consultant during the Severance Period, then:
  - a. Any cash Severance Benefits payable to a Participant pursuant to Section 4(a)(i) shall be reduced on a dollar-for-dollar basis by the amount of any salary, bonus and other compensation Participant receives from providing services as an employee, director or consultant (including self-employment) during the Severance Period;
  - b. Upon the date Participant becomes eligible to participate in a group health plan of a new employer, the Severance Benefits described in Section 4(a)(ii) shall terminate; and
  - c. Upon the date Participant obtains other employment or self-employment, the Severance Benefits described in Section 4(a)(iii) and (iv) shall terminate.

A Participant shall promptly notify the Company of any engagement as an employee (including self-employment), director or consultant following the Participant's Termination Without Cause and shall provide the Company with such information and documentation as is reasonably requested by the Company to administer the provisions of this Section 8.

9. Code Section 409A.

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- a. The Severance Benefits payable under this Plan are intended to meet the requirements of the "short-term deferral" exception, the "separation pay" exception and other exceptions under Code Section 409A to the maximum extent permitted by Code Section 409A.
- b. Notwithstanding any provision of the Plan to the contrary, to the extent required by Code Section 409A:
  - i. if a Participant is a "specified employee" within the meaning of Code Section 409A, then no Severance Benefits shall be paid or provided to the Participant during the six (6) months after the Participant's Termination. In such case, the accumulated amounts withheld on account of Code Section 409A shall be paid in a lump sum payment within thirty (30) days after the end of the six (6)-month period, without interest or other adjustment to account for the delayed payment. If the Participant dies during the six (6)-month period, then the amounts withheld on account of Code Section 409A shall be paid to the Participant's estate within sixty (60) days after the Company's receipt of notice of the Participant's death;
  - ii. payments may only be made under this Plan upon an event and in a manner permitted by Code Section 409A;

- iii. all reimbursements and in-kind benefits provided under the Plan shall be made or provided in accordance with the requirements of Code Section 409A, including, where applicable, the requirement that (A) any reimbursement is for expenses incurred during the period of time specified in the Plan, (B) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (C) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (D) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. In no event may a Participant designate the year of payment for any amounts payable under this Plan; and
- iv. if the period during which the Participant may consider executing or revoking the Release spans two calendar years, in no event may Severance Benefits be provided until the second calendar year.

c. For purposes of Code Section 409A, the right to a series of payments under the Plan shall be treated as a right to a series of separate payments.

#### 10. Administration.

- a. The Plan shall be administered by the Plan Administrator. The Plan Administrator shall have discretionary authority to interpret the provisions of the Plan, establish rules and regulations with respect to the administrator of the Plan, determine the forms to be used under the Plan, and take any other action deemed necessary or desirable to administer the Plan. The Plan Administrator may delegate any of its administrative duties, including, without limitation, duties with respect to the processing, review, investigation, approval and payment of Severance Benefits, to one or more named administrator(s).
- b. The Plan Administrator shall determine the rights of any Participant to any Severance Benefits hereunder. Any Participant prohibits retaliation against employees who believes that benefits are due to such individual under the Plan which have not been paid (or such individual's duly authorized representative, a "Claimant"), may file a claim in writing with the Plan Administrator within 180 days of the date such payment hereunder would have been paid had it been due. The Plan Administrator shall, no later than ninety (90) days after the receipt of a claim, either allow or deny the claim by written notice to the claimant.
- c. A Claimant whose claim is denied may, within sixty (60) days after receipt of denial of his claim, request a review of such denial by the Plan Administrator by filing a written request for review of such claim. If the Claimant does not file a request for review with the Plan Administrator within

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such sixty (60)-day period, the Claimant shall be deemed to have acquiesced in the original decision of the Plan Administrator on the claim. If a written request for review is so filed within such sixty (60)-day period, the Plan Administrator shall conduct a full and fair review of such claim. During such full review, the Claimant shall be given the opportunity to review documents that are pertinent to Claimant's claim and to submit issues and comments in writing. The Plan Administrator shall notify the claimant of its decision on review within sixty (60) days after receipt of a request for review. Notice of the decision on review shall be in writing. If the decision on review is not furnished to the claimant within such sixty (60)-day period, the claim shall be deemed to have been denied on review.

#### 11. Successors.

- a. Benefits under this Plan are personal to the Participant and without the prior written consent of the Company shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution. This Plan shall inure to the benefit of and be enforceable by the Participant's legal representatives.
- b. This Plan shall inure to the benefit of and be binding upon the Company and its successors and assigns.
- c. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Plan, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Plan by operation of law, or otherwise. For the avoidance of doubt, no Participant shall be deemed to have undergone a Termination solely by virtue of a transfer of his or her employment from the Company to any such successor in connection with a succession to all or substantially all of the assets of the Company.

#### 12. Miscellaneous.

- a. This Plan shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws, and where applicable, the Employee Retirement Income Security Act of 1974, as amended. The captions of this Plan are not part of the provisions hereof and shall have no force or effect.
- b. This Plan may be terminated, amended or modified by the Board at any time; *provided* that in the event a Participant experiences a Termination Without Cause, no termination, amendment or modification of the Plan after such date that adversely affects the rights of a Participant hereunder shall be given effect unless the written consent of the Participant thereto is obtained. All references to a Participant in this subsection (b) shall include the Participant's successors or legal representatives.
- c. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision of this Plan.
- d. The Company may withhold from any amounts payable under this Plan such federal, state, local or foreign taxes or other amounts as shall be required to be withheld pursuant to any applicable law or regulation.

- e. The Participant's failure to insist upon strict compliance with any provision of this Plan or the failure to assert any right the Participant may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Plan.
- f. All the foregoing potential Severance Benefits shall be communicated to each Participant in this Plan and shall be generally described in filings with the Securities and Exchange Commission and to the shareholders of the Company, all to the extent deemed necessary or desirable by

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the Company, in order that each Participant shall be deemed to have continued his employment with the Company hereafter raise concerns in good faith reliance upon this Plan.

**EXHIBIT 10.21**

**FILT RED, INC. EXECUTIVE CHANGE OF CONTROL SEVERANCE PLAN**

Effective \_\_\_\_\_, 2022

The Board of Directors of FILT Red, Inc. (the "Company") has determined that it is in the best interests of the Company and its shareholders to assure that the Company will have the continued dedication of its executives and other key personnel, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined below) of the Company. The Board of Directors (the "Board") believes it is imperative to diminish the inevitable distraction of the executives and other key personnel by virtue of the personal uncertainties and risks created by a pending or threatened Change of Control and to encourage such employees' full attention and dedication who cooperate with an investigation. Refer to the Company currently and in the event Non-retaliation Policy for more information.



INSIDER TRADING POLICY ATMUS FILTRATION CORE POLICY RESTRICTED CONFIDENTIAL Page 10 any threatened or pending Change of Control, and to provide such employees with updated compensation and benefits arrangements upon a Change of Control which ensure that the compensation and benefits expectations of such employees will be satisfied and which are competitive with those of other major U.S. industrial corporations. In order to accomplish these objectives, the Board has caused the Company to adopt this FILT Red, Inc. Executive Change of Control Severance Plan (the "Plan").

This Plan supersedes any other severance pay or salary continuance plan or program adopted by the Company (or under which the Company was included) to retain and protect its employees in the event of a Change of Control, specifically including the Cummins, Inc. 2006 Executive Retention Plan, effective as of January 1, 2006 and amended on December 12, 2011.

1. **Definitions.** In addition to other terms defined elsewhere herein, the following terms shall have the following meanings, such meanings to be equally applicable to both the singular and plural forms of the terms defined.
  - a. "Affiliate" means (i) any entity that, directly or indirectly, is controlled by, controls or is under common control with, the Company and/or (ii) any entity in which the Company has a significant equity interest, in either case as determined by the Board.
  - b. "Annual Base Salary" means the Participant's rate of annual base salary as in effect immediately prior to the date of Termination (determined without regard to any reduction thereof in the event of a Termination for Good Reason within the meaning of Section 1(o)(iii)) or the effective date of the Change of Control, whichever is higher.
  - c. "Bonus Payment" means the Participant's Annual Base Salary multiplied by the Participant's target annual bonus percentage as in effect immediately prior to the date of Termination (determined without regard to any reduction thereof in the event of a Termination for Good Reason within the meaning of Section 1(o)(iii)) or the effective date of the Change of Control, whichever is higher.
  - d. "Change of Control" shall have the meaning given in the FILT Red, Inc. 2022 Omnibus Incentive Plan, as it may be amended from time to time, or any successor plan thereto.
  - e. "Change of Control Protection Period" means the period beginning on the sixtieth (60<sup>th</sup>) day preceding the date of the Change of Control and ending on the date of the second anniversary of the Change of Control.
  - f. "10 ASSOCIATED DOCUMENT AND RESOURCE LINKS Non-Retaliation Policy Policy Translations Initial Release Date Last Updated VP Owner Responsible Function May 2023 December 2023 Toni Y. Hickey Chief Executive Officer" means the Chief Executive Officer of the Company designated as such by the Board

from time to time.

g. "Code" means the Internal Revenue Code of 1986, as amended. Any reference to a specific provision of the Code includes any successor provision and the regulations promulgated under such provision.

h. "Leadership Officer Participant" means (i) an "officer," as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended, of the Company or (ii) any other executive who reports directly to the Chief Executive Officer.

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i. "Other Participant" means an employee of the Company or a Subsidiary designated as an Other Participant from time to time by the Talent Management and Compensation Committee of the Board.

j. "Participant" shall have the meaning given in Section 2.

k. "Severance Multiplier" means (i) three, in the case of the Chief Executive Officer, (ii) two, in the case of a Leadership Officer Participant and (iii) one, in the case of an Other Participant.

l. "Severance Period" means (i) in the case of the Chief Executive Officer, a period of thirty-six (36) months following the date of Termination, (ii) in the case of a Leadership Officer Participant, a period of twenty-four (24) months following the date of Termination and (iii) in the case of an Other Participant, a period of twelve (12) months following the date of Termination.

m. "Subsidiary" means any entity in which the Company, directly or indirectly, possesses fifty percent (50%) or more of the total combined voting power of all classes of stock or other equity.

n. "Termination for Cause" means a termination of a Participant's employment by the Company or a Subsidiary due to (i) the willful and continued failure of the Participant to perform substantially the Participant's duties with the Company or one of its Affiliates (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Participant by the Board or the Chief Executive Officer of the Company which specifically identifies the manner in which the Board or Chief Executive Officer believes that the Participant has not substantially performed the Participant's duties, or (ii) the Participant's conviction of a felony.

For purposes of this definition, no act or failure to act on the part of the Participant shall be considered "willful" unless it is done, or omitted to be done, by the Participant in bad faith or without reasonable belief that the Participant's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the instructions of the Chief Executive Officer or a senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Participant in good faith and in the best interests of the Company. The cessation of employment of the Participant shall not be deemed to be a termination for Cause unless and until there shall have been delivered to the Participant a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Participant and the Participant is given an opportunity, together with counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, the Participant is guilty of the conduct described in clause (i) or (ii) above, and specifying the particulars thereof in detail.

o. "Termination for Good Reason" means a termination of a Participant's employment by the Participant within ninety (90) days following (i) the assignment to the Participant of any duties inconsistent in any respect with the Participant's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any other action by the Company which results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Participant, (ii) the Company's requiring the Participant to relocate their principal place of work to a location that would substantially increase the Participant's commute or the Company's requiring the Participant to travel on Company business to a substantially greater extent than required immediately prior to the effective date of the Change of Control, (iii) a reduction in the Participant's annual base salary or participation level or opportunity in any bonus or other incentive compensation plan or program of the Company, or (iv) a material breach of any provision of this Plan by the Company.

For purposes of this definition, any good faith determination of "Good Reason" made by the Participant shall be conclusive.

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p. "Termination Without Cause" means any termination of the Participant's employment by the Company or a Subsidiary other than a Termination for Cause.

2. **Eligibility.** "Participants" in this Plan shall consist of the Chief Executive Legal Officer and those individuals who from time to time qualify as Leadership Officer Participants or Other Participants. A Participant whom the Board determines is no longer the Chief Executive Officer or a Leadership Officer Participant, or a Participant whom the Talent

Management and Compensation Committee of the Board determines is no longer an Other Participant for purposes of this Plan shall cease to be a Participant in this Plan when so notified of such determination; *provided* that, notwithstanding anything to the contrary herein, no such determination, and no other change in a Participant's designation that would result in fewer benefits being paid under this Plan to such Participant, shall be made, and if made shall have no effect, (a) during the Change of Control Protection Period or (b) during any period in which the Company has knowledge that a third person has taken steps reasonably calculated to effect a Change of Control until, in the opinion of the Board or the Talent Management and Compensation Committee of the Board, such person has abandoned or terminated its efforts to effect a Change of Control.

3. **Termination Payments.** In the event of a Termination Without Cause or a Termination for Good Reason (in either such case a "Termination") in connection with or during the Change of Control Protection Period, the Company shall pay to the Participant a lump-sum cash payment in an amount equal to the Severance Multiplier applicable to the Participant times the sum of the Participant's Annual Base Salary and Bonus Payment. A Termination occurring during the sixty (60) days preceding the Change of Control shall be deemed to have occurred in connection with the Change of Control Protection Period for purposes of the foregoing sentence only if the Participant reasonably demonstrates that such Termination (a) was at the request of a third party who has taken steps reasonably calculated to effect the Change of Control or (b) otherwise arose in connection with or anticipation of the Change of Control.

The amounts of any lump-sum payments described in this Section 3 shall be determined and such payments shall be made as soon as possible (but in no event more than 90 days) following the Participant's Termination; *provided*, however, that, to the extent necessary, in the good faith determination of the Company, to comply with Code Section 409A, if the Participant is deemed to be a "specified employee" for purposes of Code Section 409A, then payment under this Plan shall be made on the first business day following the date that is six (6) months after the date of Termination.

4. **Nonexclusivity of Rights.** Nothing in this Plan shall prevent or limit any Participant's continuing or future participation in any plan, program, policy or practice provided by the Company or any Affiliates and for which the Participant may qualify, nor shall anything herein limit or otherwise affect such rights as a Participant may have under any contract or agreement with the Company or any Affiliates. Amounts which are vested benefits or which a Participant is otherwise entitled to receive under any plan, policy, practice or program or any contract or agreement with the Company or any Affiliates at or subsequent to a Change of Control or Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly superseded by this Plan.

5. **Full Settlement.** The Company's obligation to make the payments provided for in this Plan and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against a Participant or others. In no event shall a Participant be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Participant under any of the provisions of this Plan and such amounts shall not be reduced whether or not the Participant obtains other employment.

6. **Application of Limits on Payments.**

a. **Determination of Cap or Payment.** Notwithstanding any other provision of this Plan to the contrary, if any payments or benefits paid by the Company pursuant to this Plan ("Plan Payments") would cause some or all of the Plan Payments or any other payments made to or benefits received by a Participant in connection with a Change of Control (such payments or benefits, together with the Plan Payments, the "Total Payments") to be subject to the tax ("Excise Tax") imposed by Code Section 4999 but for this Section 6, then the Total Payments shall be delivered either (i) in full or (ii) in an amount such that the value of the aggregate Total

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Payments that the Participant is entitled to receive shall be One Dollar (\$1.00) less than the maximum amount that the Participant may receive without being subject to the Excise Tax, whichever of (i) or (ii) results in the receipt by the Participant of the greatest benefit on an after-tax basis (taking into account applicable federal, state and local income taxes and the Excise Tax).

b. **Procedures.**

i. If a Participant or the Company believes that a payment or benefit due the Participant will result in some or all of the Total Payments being subject to the Excise Tax, then the Company, at its expense, shall obtain the opinion (which need not be unqualified) of nationally recognized tax counsel ("National Tax Counsel") selected by the Company (which may be regular outside counsel to the Company), which opinion sets forth (A) the amount of the Base Period Income (as defined below), (B) the amount and present value of the Total Payments, (C) the amount and present value of any excess parachute payments determined without regard to any reduction of Total Payments pursuant to Section 6(a)(ii), and (D) the net after-tax proceeds to the Participant, taking into account applicable federal, state and local income taxes and the Excise Tax if (1) the Total Payments were delivered in accordance with Section 6(a)(i) or (2) the Total Payments were delivered in accordance with Section 6(a)(ii). The opinion of National Tax Counsel shall be addressed to the Company and the Participant and shall be binding upon the Company and the Participant. If such National Tax Counsel opinion determines that Section 6(a)(ii) applies, then the Plan Payments or any other payment or benefit determined by such counsel to be includable in the Total Payments shall be reduced or eliminated so that under the bases of calculations set forth in such opinion there will be no excess parachute payment. In such event, payments or benefits included in the Total Payments shall be reduced or eliminated by applying the following principles, in order: (x) the payment or benefit with the higher ratio of the parachute payment value to present economic value (determined using reasonable actuarial assumptions) shall be reduced or eliminated before a payment or benefit with a lower ratio; (y) the payment or benefit with the later possible payment date shall be reduced or eliminated before a payment or benefit with an earlier payment date; and (z) cash payments shall be reduced prior to non-cash benefits; *provided* that if the foregoing order of reduction or elimination would

violate Code Section 409A, then the reduction shall be made pro rata among the payments or benefits included in the Total Payments (on the basis of the relative present value of the parachute payments).

- ii. For purposes of this Section 6: (A) the terms "excess parachute payment" and "parachute payments" shall have the meanings given in Code Section 280G and such "parachute payments" shall be valued as provided therein; (B) present value shall be calculated in accordance with Code Section 280G(d)(4); (C) the term "Base Period Income" means an amount equal to the Participant's "annualized includible compensation for the base period" as defined in Code Section 280G(d)(1); (D) for purposes of the opinion of National Tax Counsel, the value of any noncash benefits or any deferred payment or benefit shall be determined by the Company's independent auditors in accordance with the principles of Code Sections 280G(d)(3) and (4); and (E) the Participant shall be deemed to pay federal income tax and employment taxes at the highest marginal rate of federal income and employment taxation, and state and local income taxes at the highest marginal rate of taxation in the state or locality of the Participant's domicile, net of the maximum reduction in federal income taxes that may be obtained from the deduction of such state and local taxes.
- iii. If National Tax Counsel so requests in connection with the opinion required by this Section 6(b), the Company shall obtain, at the Company's expense, and the National Tax Counsel may rely on, the advice of a firm of recognized executive compensation consultants as to the reasonableness of any item of compensation to be received by the Participant solely with respect to its status under Code Section 280G.

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- iv. The Company agrees to bear all costs associated with, and to indemnify and hold harmless the National Tax Counsel from, any and all claims, damages and expenses resulting from or relating to its determinations pursuant to this Section 6, except for claims, damages or expenses resulting from the gross negligence or willful misconduct of such firm.
- v. This Section 6 shall be amended to comply with any amendment or successor provision to Code Section 280G or Code Section 4999. If such provisions are repealed without successor, then this Section 6 shall be cancelled without further effect.

## 7. Successors.

- a. Benefits under this Plan are personal to the Participant and without the prior written consent of the Company shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution. This Plan shall inure to the benefit of and be enforceable by the Participant's legal representatives.
- b. This Plan shall inure to the benefit of and be binding upon the Company and its successors and assigns.
- c. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Plan, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Plan by operation of law, or otherwise. For the avoidance of doubt, no Participant shall be deemed to have undergone a Termination solely by virtue of a transfer of his or her employment from the Company to any such successor in connection with a succession to all or substantially all of the assets of the Company.

## 8. Miscellaneous.

- a. This Plan shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws. The captions of this Plan are not part of the provisions hereof and shall have no force or effect.
- b. This Plan may be terminated, amended or modified by the Board at any time; provided that no termination, amendment or modification of the Plan during the Change of Control Protection Period that adversely affects the rights of a Participant hereunder shall be given effect unless the written consent of the Participant thereto is obtained; and provided further that in the event a Participant experiences a Termination for Good Reason or a Termination without Cause during the Change of Control Protection Period, no termination, amendment or modification of the Plan after the Change of Control Protection Period that adversely affects the rights of a Participant hereunder shall be given effect unless the written consent of the Participant thereto is obtained. All references to a Participant in this subsection (b) shall include the Participant's successors or legal representatives.
- c. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision of this Plan.
- d. The Company may withhold from any amounts payable under this Plan such federal, state, local or foreign taxes or other amounts as shall be required to be withheld pursuant to any applicable law or regulation.
- e. The Participant's failure to insist upon strict compliance with any provision of this Plan or the failure to assert any right the Participant may have hereunder, including, without limitation, the right of the Participant to incur a Termination for Good Reason as defined in Section 1(o) of this Plan, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Plan.

f. All the foregoing severance and benefit arrangements shall be communicated to each Participant in this Plan and shall be generally described in filings with the Securities and Exchange Commission and to the shareholders of the Company, all to the extent deemed necessary or desirable by the Company, in order that each Participant shall be deemed to have continued his employment with the Company hereafter in good faith reliance upon this Plan.

EXHIBIT 10.22

**FIRST AMENDMENT TO SEPARATION AGREEMENT**

This FIRST AMENDMENT TO SEPARATION AGREEMENT, dated as of September 25, 2023 (this "Amendment") is entered into by and between Cummins Inc., an Indiana corporation ("Cummins"), and Atmus Filtration Technologies Inc., a Delaware corporation ("Filtration"). Cummins and Filtration are referred to herein each individually as a "Party" and collectively as the "Parties". Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Separation Agreement (as defined below).

**WITNESSETH:**

WHEREAS, Cummins and Filtration have entered into that certain Separation Agreement (the "Separation Agreement"), dated as of May 29, 2023; and

WHEREAS, Cummins and Filtration desire to amend the Separation Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the receipt and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

**1. No Solicitation or Hiring of Employees.** Section 4.3 of the Separation Agreement is hereby amended and restated in its entirety as follows:

"Section 4.3 No Solicitation or Hiring of Employees. From and after the Effective Date until the Disposition Date (the "Restricted Period"), none of Cummins, Filtration or any member of their respective Groups shall, without the prior written consent of the Chief Human Resource Officer of the other applicable Party, either directly or indirectly, on their own behalf or in the service or on behalf of others, agree to an employment, contractual or other relationship or otherwise hire, retain or employ any employee of any other Party's respective Group. For and during the Restricted Period, through the twelve (12) month period immediately following the Restricted Period, none of Cummins, Filtration or any member of their respective Groups shall, without the prior written consent of the Chief Human Resource Officer of the other applicable Party, either directly or indirectly, on their own behalf or in the service or on behalf of others, solicit, aid, induce or encourage any employee of any other Party's respective Group to leave his or her employment. Notwithstanding the foregoing, nothing in this Section 4.3 shall restrict or preclude Cummins, Filtration or any member of their respective Groups from (a) soliciting, or after the Disposition Date, hiring, any employee who responds to a job posting or advertisement or contact by a recruiter, whether in-house or external, that is not specifically targeted or focused on the employees employed by any other Party's respective Group (and nothing shall prohibit such generalized searches for employees through various means, including the use of advertisements in the media (including trade media) or the engagement of search firms to engage in such searches); provided that the applicable Party has not encouraged or advised such firm to approach any such employee; (b) soliciting or hiring any employee whose employment has been terminated by the other Party's respective Group; or (c) soliciting or hiring any employee whose employment has been terminated by such employee after sixty (60) days from the date of termination of such employee's employment."

**2. Miscellaneous.** This Amendment shall be deemed incorporated into and a part of the Separation Agreement (and therefore the provisions of Article X of the Separation Agreement shall apply to this Amendment *mutatis mutandis*), and any reference to the Separation Agreement in any other agreement, document, certificate or instrument shall be deemed to refer to the Separation Agreement as amended by this Amendment. Except as expressly set forth herein, the Parties make no other amendment, alteration or modification to the Separation Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment to the Separation Agreement as of the date first written above.

CUMMINS INC.

By: /s/ Jeff Wiltrot

Name: Jeff Wiltrot

Title: VP – Corporate Strategy Secretary

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ATMUS FILTRATION TECHNOLOGIES INC.

By: /s/ Jack Kienzler

Name: Jack Kienzler

Title: CFO – Atmus Filtration Technologies

EXHIBIT 21

**Atmus Filtration Technologies Inc.**

**Subsidiaries of the Registrant**

Entity Name	Country or State of Organization
Cummins Filtration International Corporation, Australia Branch	Australia
CMI Filtration Belgium BV	Belgium
Cummins Filtros Ltda.	Brazil
Atmus Filtration (Shanghai) Co. Ltd.	China
Shanghai Fleetguard Filter Co. Ltd.	China
Atmus Filtration Products and Equipment (Shanghai) Co., Ltd.	China
Fleetguard Colombia	Colombia
Cummins Filtration SRL	France
Cummins Filtration GmbH	Germany
Filtrum Fibertechnologies Pvt. Ltd.	India
Fleetguard Filters Pvt. Ltd.	India
Filt Red Technologies India Private Limited	India
Fleetguard Italy S.r.l.	Italy
Cummins Filtration International Corporation, Japan Branch	Japan
CMI Filtration Belgium BV, Lebanon Branch	Lebanon
CMI Filtration México Comercializadora, S. de R.L. de C.V.	Mexico
CMI Filtration México Manufactura, S. de R.L. de C.V.	Mexico
Fleetguard Poland sp. z o.o.	Poland
Fleetguard Filtration Pte. Ltd.	Singapore
Cummins Filtration International Corporation, South Africa Branch	South Africa
Cummins Filtration Ltd.	South Korea
Fleetguard UK Limited Merkezi İngiltere Izmir Merkez Şubesi	Turkey
Fleetguard UK Limited	United Kingdom
Cummins Filtration Inc.	Indiana
Cummins Filtration International Corporation	Indiana
Cummins Filtration IP, Inc.	Delaware
Fleetguard USA NewCo LLC	Delaware
Fleetguard US Singapore LLC	Delaware

#### EXHIBIT 23

##### CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-272325) of Atmus Filtration Technologies Inc. of our report dated **February 14, 2024** **February 21, 2025** relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Nashville, Tennessee

February **14, 2024**

#### EXHIBIT 24

##### POWER OF ATTORNEY

Each of the undersigned, a director of Atmus Filtration Technologies Inc., hereby constitutes and appoints each of Toni Y. Hickey and Jack Kienzler his or her true and lawful attorney-in-fact and agent, with full and several power of substitution and resubstitution, for him or her and in his or her name, place and stead in any and all capacities, to sign one

or more Annual Reports for the Company's fiscal year ended December 31, 2023, on Form 10-K under the Securities Exchange Act of 1934, as amended, and any amendments thereto, each in such form as they or any one of them may approve, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto such attorney-in-fact and agent, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done so that such Annual Report or Annual Reports shall comply with the Securities Exchange Act of 1934, as amended, and the applicable Rules and Regulations adopted or issued pursuant thereto, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that such attorneys-in-fact and agents, or any of them or their substitute or resubstitute, may lawfully do or cause to be done by virtue hereof. Each of the undersigned has signed his or her name as of the 13th day of February 2024.

<u>Signature</u>	<u>Date</u>	<u>Title</u>
/s/ Sharon Barner	February 13, 2024	Director
Sharon Barner	Date	
/s/ R. Edwin Bennett	February 13, 2024	Director
R. Edwin Bennett	Date	
/s/ Cristina Burrola	February 13, 2024	Director
Cristina Burrola	Date	
/s/ Gretchen Haggerty	February 13, 2024	Director
Gretchen Haggerty	Date	
/s/ Jane Leipold	February 13, 2024	Director
Jane Leipold	Date	
/s/ Stephen Macadam	February 13, 2024	Director
Stephen Macadam	Date	
/s/ Earl Newsome	February 13, 2024	Director
Earl Newsome	Date	
/s/ Tony Satterthwaite	February 13, 2024	Director
Tony Satterthwaite	Date	
/s/ Mark Smith	February 13, 2024	Director
Mark Smith	Date	
/s/ Nathan Stoner	February 13, 2024	Director
Nathan Stoner	Date	21, 2025

#### EXHIBIT 31.1

##### Certification

I, Stephanie J. Disher, certify that:

1. I have reviewed this Annual Report on Form 10-K of Atmus Filtration Technologies Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

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

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

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

- 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
- 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 14, 2024** **February 21, 2025**

/s/ **STEPHANIE J. DISHER**

Stephanie **J. Disher**

Chief Executive Officer **and President**

(Principal Executive Officer)

**EXHIBIT 31.2**

**Certification**

I, Jack M. Kienzler, certify that:

- I have reviewed this Annual Report on Form 10-K of Atmus Filtration Technologies Inc.;
- 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;
- 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;
- 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:
  - 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;
  - 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;**
  - 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
- c.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
- The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - 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
  - 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 14, 2024** **February 21, 2025**

/s/ JACK M. KIENZLER

Jack M. Kienzler

Senior Vice President, Chief Financial Officer and  
Chief Accounting Officer  
(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATIONS OF  
CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER  
PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Stephanie J. Disher, Chief Executive Officer of Atmus Filtration Technologies Inc. ("Atmus"), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, Atmus's Atmus' Annual Report on Form 10-K for the year ended December 31, 2023 December 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, Atmus's Atmus' financial condition and results of operations.

/s/ STEPHANIE J. DISHER

Stephanie J. Disher

Chief Executive Officer and President

February 14, 2024 21, 2025

I, Jack M. Kienzler, Chief Financial Officer of Atmus Filtration Technologies Inc. ("Atmus"), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge, Atmus's Atmus' Annual Report on Form 10-K for the year ended December 31, 2023 December 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, Atmus's Atmus' financial condition and results of operations.

/s/ JACK M. KIENZLER

Jack M. Kienzler

Senior Vice President, Chief Financial Officer and  
Chief Accounting Officer

February 14, 2024 21, 2025

A signed original of these written statements required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Atmus Filtration Technologies Inc. and will be retained by Atmus Filtration Technologies Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 97

Atmus Filtration Technologies Inc.  
Compensation Recovery Policy

1. Recovery of Compensation Following Financial Restatement

a. Restatement Resulting from Material Noncompliance.

(i) **Mandatory Recovery: Definitions.** If Atmus Filtration Technologies Inc. (the "Company") is required to prepare an Accounting Restatement (as defined below), the Company shall recover reasonably promptly the amount of Erroneously Awarded Compensation (as defined below). For purposes of this Section 1(a) (this "Mandatory Recovery Policy") and Section 3, the following terms, when capitalized, shall have the meanings set forth below:

- "**Accounting Restatement**" shall mean any accounting restatement required due to material noncompliance of the Company with any financial reporting requirement under the securities laws, including to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.
- "**Covered Officer**" shall mean the Company's president; principal financial officer; principal accounting officer (or if there is no such accounting officer, the controller); any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance); any other officer who performs a significant policy-making function; or any other person who performs similar significant policy-making functions for the Company.
- "**Effective Date**" shall mean October 2, 2023.
- "**Erroneously Awarded Compensation**" shall mean the excess of (i) the amount of Incentive-Based Compensation Received by a person (A) after beginning service as a Covered Officer, (B) who served as a Covered Officer at any time during the performance period for that Incentive-Based Compensation, (C) while the Company has a class of securities listed on a national securities exchange or a national securities association and (D) during the Recovery Period; over (ii) the Recalculated Compensation. For the avoidance of doubt, a person who served as a Covered Officer during the periods set forth in clauses (A) and (B) of the preceding sentence shall continue to be subject to this Mandatory Recovery Policy even after such person's service as a Covered Officer has ended.
- "**Incentive-Based Compensation**" shall mean any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a financial reporting measure. A financial reporting measure is a measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures that are derived wholly or in part from such measures, regardless of whether such measure is presented within the financial statements or included in a filing with the Securities Exchange Commission. Each of stock price and total shareholder return is a financial reporting measure. For the avoidance of doubt, Incentive-Based Compensation subject to this Mandatory Recovery Policy does not include stock options, restricted stock, restricted stock units or similar equity-based awards for which the grant is not contingent upon achieving any financial reporting measure performance goal and vesting is contingent solely upon completion of a specified employment period and/or attaining one or more non-financial reporting measures.
- "**Recalculated Compensation**" shall mean the amount of Incentive-Based Compensation that otherwise would have been Received had it been determined based on the restated amounts in the Accounting Restatement, computed without regard to any taxes paid. For Incentive-Based Compensation based on stock price or total shareholder return, where the amount of the Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the amount of the Recalculated Compensation must be based on a reasonable estimate of the effect of the Accounting Restatement on the

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stock price or total shareholder return, as the case may be, on the compensation Received. The Company must maintain documentation of the determination of that reasonable estimate and provide such documentation to the national securities exchange or association on which its securities are listed.

- Incentive-Based Compensation is deemed "Received" in the Company's fiscal period during which the financial reporting measure specified in the award of such Incentive-Based Compensation is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period.
- "**Recovery Period**" shall mean the three completed fiscal years of the Company immediately preceding the date the Company is required to prepare an Accounting Restatement; provided that the Recovery Period shall not begin before the Effective Date. For purposes of determining the Recovery Period, the Company is considered to be "required to prepare an Accounting Restatement" on the earlier to occur of: (i) the date the Company's Board of Directors, a committee thereof or the Company's authorized officers conclude, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement. If the Company changes its fiscal year, then the transition period within or immediately following such three completed fiscal years also shall be included in the Recovery Period, provided that if the transition period between the last day of the Company's prior fiscal year end and the first day of its new fiscal year comprises a period of nine to 12 months, then such transition period shall instead be deemed one of the three completed fiscal years and shall not extend the length of the Recovery Period.

(ii) **Exceptions.** Notwithstanding anything to the contrary in this Mandatory Recovery Policy, recovery of Erroneously Awarded Compensation will not be required to the extent the Talent Management and Compensation Committee of the Company's Board of Directors (the "Committee") (or such other committee of independent directors responsible for executive compensation decisions, or a majority of the independent directors on the Company's Board of Directors in the absence of such a committee) has made a determination that such recovery would be impracticable and one of the following conditions have been satisfied:

(A) The direct expense paid to a third party to assist in enforcing this Mandatory Recovery Policy would exceed the amount to be recovered; provided that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation that was Incentive-Based Compensation based on the expense of enforcement, the Company must make a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the national securities exchange or association on which its securities are listed.

(B) Recovery would violate home country law that was adopted prior to November 28, 2022; provided that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation that was Incentive-Based Compensation based on violation of home country law, the Company must obtain an opinion of home country counsel, acceptable to the national securities exchange or association on which its securities are listed, that recovery would result in such a violation, and must provide such opinion to the exchange or association.

(C) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

(ii) **Manner of Recovery.** In addition to any other actions permitted by law or contract, the Company may take any or all of the following actions to recover any Erroneously Awarded Compensation: (A) require the Covered Officer to repay such amount; (B) offset such amount from any other compensation owed by the Company or any of its affiliates to the Covered Officer, regardless of whether the contract or other documentation governing such other compensation specifically permits or specifically prohibits such offsets; and (C) subject to Section 1(a)(ii)(C), to the extent the Erroneously Awarded Compensation was deferred into a plan of deferred compensation, whether

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or not qualified, forfeit such amount (as well as the earnings on such amounts) from the Covered Officer's balance in such plan, regardless of whether the plan specifically permits or specifically prohibits such forfeiture. If the Erroneously Awarded Compensation consists of shares of the Company's common stock, and the Covered Officer still owns such shares, then the Company may satisfy its recovery obligations by requiring the Covered Officer to transfer such shares back to the Company.

b. **Restatement Resulting from Fraud.** If the Company is required to prepare an Accounting Restatement as a result of the fraudulent actions of any officer (within the meaning of Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended, of the Company or any other executive who reports directly to the Chief Executive Officer of the Company (any "Officer")), the Committee may direct that the Company recover all or a portion of any award or any past or future compensation other than base salary from any such Officer with respect to any year for which the Company's financial results are adversely affected by such restatement.

## **2. Reduction or Cancellation of Compensation Following Misconduct**

If, in the Committee's judgment, any current or former Officer has engaged in conduct that (a) constitutes a failure to appropriately identify, escalate, monitor or manage risks to the Company or is otherwise contrary to the best interests of the Company; and (b) has caused, or might reasonably be expected to cause, significant reputational or financial harm to the Company, then the Committee may in its sole and absolute discretion instruct the Company, and the Company shall be entitled (to the extent permitted by applicable law), to recover, reduce or cancel all or a portion of any award or any past or future compensation other than base salary paid or awarded to, or earned by, such current or former Officer on or after the effective date of the Company's initial public offering.

## **3. Administration and Miscellaneous**

a. Any references in compensation plans, agreements, equity awards or other policies to the Company's "recoupment", "clawback" or similarly-named policy shall be deemed to refer to this Compensation Recovery Policy with respect to Incentive-Based Compensation Received and other compensation paid, awarded or earned on or after the Effective Date. With respect to Incentive-Based Compensation Received and other compensation paid, awarded or earned prior to the Effective Date, such references to the Company's "recoupment", "clawback" or similarly-named policy in compensation plans, agreements, equity awards or other policies shall be deemed to refer to the Company's "recoupment," "clawback" or similarly-named policy, if any, in effect prior to the Effective Date.

b. This Compensation Recovery Policy shall be administered and interpreted, and may be amended from time to time, by the Committee, the Company's Board of Directors or any committee to which the Board of Directors may delegate its authority in its sole discretion in compliance with the applicable listing standards of the national securities exchange or association on which the Company's securities are listed, and the determinations of the Committee, the Company's Board of Directors or such committee shall be binding on all Covered Officers and Officers.

c. The Company shall not indemnify any Covered Officer or Officer against the loss of Erroneously Awarded Compensation.

d. The Company shall file all disclosures with respect to this Compensation Recovery Policy in accordance with the requirements of the Federal securities laws, including disclosure required by the Securities Exchange Commission filings.

e. Any right to recovery under this Compensation Recovery Policy shall be in addition to, and not in lieu of, any other rights of recovery that may be available to the Company.

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